

TABLE E-1
Indian Gaming Report - Roadway Segment Levels of Service
(100 Trips / 1,000 Sq. Ft. of Gaming Area)

Roadway	Segment	Baseline Road Classification	Baseline ADT*	Baseline LOS	Baseline with Temp. Project ADT*	Baseline with Temp. Project LOS	Trip Distribution ***	Baseline with Perm. Project ADT*	Baseline with Perm. Project LOS	Near Term Cumulative ADT*	Near Term Cumulative LOS	Future Road Classification	Build Out (Year 2020) ADT*	Build Out (Year 2020) LOS	Trip Distribution ***	Build Out (Year 2020) with Project ADT*	Build Out (Year 2020) with Project LOS	Build Out (Year 2020) Cumulative ADT*	Build Out (Year 2020) Cumulative LOS
12	Lilac Rd.		8	D			.05	820	D	10.54	D	C	17	B	.1	17.40	B	18.86	B
13	Pala Temecula Rd.		3	B			.05	320	B	3.58	B	LC	12	E	.05	12.20	E	12.58	E
14	Rice Canyon Rd.		1	A			.05	120	A	1.58	A	LC	5	C	.05	5.20	C	5.58	C
15	SR76 (Pala Rd.)		5	A			.75	800	C	14.69	E		26	E	.7	28.80	E	35.11	F
16	SR76 (Pala Rd.)		5	A			.8	820	C	15.27	E		21	D	.75	24.00	D	30.69	E
17	SR76 (Pala Rd.)		5	A			.8	820	C	10.74	D		21	D	.75	24.00	D	26.92	E
18	SR76 (Pala Rd.)		5	A			.85	840	C	10.98	D		9	C	.8	12.20	D	15.16	E
19	SR76 (Pala Rd.)		3	A			.9	680	B	8.81	C		8	C	.9	11.80	D	13.81	E
20	SR76 (Pala Rd.)		3	A			.1	340	A	5.61	B		8	C	.1	8.40	C	10.61	D
21	SR76 (Pala Rd.)		3	A			.05	320	A	5.03	A		7	B	.05	7.20	C	9.03	C
22	Valley Center Rd.		3.65	B			.05	3.85	B	6.15	C	C	8	A	.05	8.20	A	10.50	A
23	Valley Center Rd.		4.34	C			.05	4.54	C	11.00	E	C	14	B	.05	14.20	B	20.86	B
RINCON																			
1	Cole Grade Rd.		2	B			.02	213	B	2.86	B	C	23	C	.02	23.13	C	23.86	C
2	Cole Grade Rd.		10	D			.02	1013	D	10.86	D	C	27	C	.02	27.13	C	27.86	D
3	Cole Grade Rd.		12	D			.02	1213	D	12.86	D	C	34	E	.02	34.13	E	34.86	F
4	Lake Wohlford Rd.		2.4	B			.2	370	B	5.82	C	C	9	A	.2	10.30	A	12.80	A
5	Lake Wohlford Rd.		2.4	B			.2	370	B	9.61	D	C	9	A	.2	10.30	A	12.80	A
6	Lake Wohlford Rd.		4.5	C			.2	580	C	10.95	E	C	20	B	.2	21.30	B	24.56	C
7	Lake Wohlford Rd.		4.5	C			.2	580	C	10.95	E	C	24	C	.2	25.30	C	30.08	D
8	Lilac Rd.		1	A			.03	120	A	2.00	B	LC	3	B	.0	3.00	B	4.16	D
9	Lilac Rd.		1	A			.03	120	A	2.00	B	LC	6	C	.0	6.00	C	7.16	D
10	Lilac Rd.		3	B			.03	320	B	4.00	B	LC	6	C	.0	6.00	C	7.16	D
11	Lilac Rd.		8	D			.15	898	D	10.54	D	C	8	A	.05	8.33	A	9.86	A
12	Lilac Rd.		8	D			.15	898	D	10.54	D	C	17	B	.05	17.33	B	18.86	B
13	Old Castle Rd.		6	C			.12	678	C	7.54	D	C	10	A	.05	10.33	A	10.70	A
14	SC990 (Charlan Rd.)											C	11	A	.2	12.30	A	13.81	B
15	SC990 (Charlan Rd.)											C	19	B	.2	20.30	B	21.81	B
16	SR76 (Pala Rd.)		5	A			.1	565	B	14.69	E	4C	26	E	.1	26.65	E	35.11	F
17	SR76 (Pala Rd.)		5	A			.1	565	B	15.27	E	4C	21	D	.1	21.65	D	30.69	E
18	SR76 (Pala Rd.)		5	A			.1	565	B	10.74	D	4C	21	D	.1	21.65	D	26.92	E
19	SR76 (Pala Rd.)		5	A			.13	585	B	10.98	D		9	C	.13	9.85	C	15.16	E
20	SR76 (Pala Rd.)		3	A			.13	3.85	A	8.81	C		6	C	.13	8.85	C	13.81	E
21	SR76 (Pala Rd.)		3	A			.13	3.85	A	5.61	B		8	C	.13	8.85	C	10.61	D
22	SR76 (Pala Rd.)		3	A			.13	3.85	A	5.03	A		7	B	.13	7.85	C	9.03	C
23	SR76		4	A			.05	4.33	A	4.48	A		11	D	.05	11.33	D	11.48	D

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Roadway	Segment	Baseline ADT*	Baseline LOS	Baseline with Temp. Project ADT*	Baseline with Temp. Project LOS	Trip Distribution **	Baseline with Perm. Project ADT*	Baseline with Perm. Project LOS	Near Term Cumulative ADT*	Near Term Cumulative LOS	Future Road Classification	Build Out (Year 2020) ADT*	Build Out (Year 2020) LOS	Trip Distribution ***	Build Out (Year 2020) with Project ADT*	Build Out (Year 2020) with Project LOS	Build Out (Year 2020) Cumulative ADT*	Build Out (Year 2020) Cumulative LOS
SAN PASQUAL																		
24 Valley Center Rd.	SR76 (Pala Rd.) to Rincon Casino Entrance	365	B	4.5	C	.18	4.82	C	6.15	C	C	8	A	.18	9.17	A	10.50	A
25 Valley Center Rd.	Rincon Casino Entrance to Lake Wohlford Rd.	434	C	8.0	D	.82	9.67	D	11.00	E	C	14	B	.82	19.33	B	20.66	B
26 Valley Center Rd.	Lake Wohlford Rd. to Cole Grade Rd.	579	C	8.6	D	.62	9.82	D	10.96	E	C	12	A	.62	16.03	B	17.54	B
27 Valley Center Rd.	Cole Grade Rd. to Lilac Rd.	16	E	18.7	F	.6	19.90	F	21.00	F	PA	47	D	.6	50.90	E	52.26	E
28 Valley Center Rd.	Lilac Rd. to SC990 (Charlan Rd.)	17	F	19.0	F	.45	19.93	F	19.93	F	PA	53	E	.55	56.58	E	57.56	F
29 Valley Center Rd.	SC990 (Charlan Rd.) to Woods Valley Rd.	18	F	20.0	F	.45	20.93	F	20.93	F	PA	52	E	.35	54.28	E	54.81	E
30 Valley Center Rd.	Woods Valley Rd. to Escondido City Limits	18	F	20.0	F	.45	20.93	F	21.68	F	PA	52	E	.35	54.28	E	54.50	E
SAN PASQUAL																		
1 Cole Grade Rd.	SR76 (Pala Rd.) to Cool Valley Rd.	2	B	2.0	B	.02	2.15	B	2.86	B	C	23	C	.02	23.15	C	23.86	C
2 Cole Grade Rd.	Cool Valley Rd. to Fruitvale Rd.	10	D	10.0	D	.02	10.15	D	10.86	D	C	27	C	.02	27.15	C	27.86	D
3 Cole Grade Rd.	Fruitvale Rd. to Valley Center Rd.	12	D	12.0	D	.02	12.15	D	12.86	D	C	34	E	.02	34.15	E	34.86	F
4 Lake Wohlford Rd.	Valley Center Rd. to San Pasqual Casino Ent. (Temp.)	24	B	2.9	B	.25	4.29	C	5.82	C	C	9	A	.3	11.27	A	12.80	A
5 Lake Wohlford Rd.	San Pasqual Casino Ent. (Temp.) to Woods Valley Rd.	24	B	3.9	B	.75	8.06	D	9.61	D	C	9	A	.3	11.27	A	12.80	A
6 Lake Wohlford Rd.	Woods Valley Rd. to Guajito Rd.	4.5	C	5.8	C	.65	9.42	D	10.95	E	C	20	B	.4	23.03	C	24.56	C
7 Lake Wohlford Rd.	Guajito Rd. to Escondido City Limits	4.5	C	5.8	C	.65	9.42	D	10.95	E	C	24	C	.6	28.54	D	30.08	D
8 Lilac Rd.	SR76 (Pala Rd.) to Couser Canyon Rd.	1	A	1.1	A	.03	1.23	A	2.00	B	LC	3	B	0	3.00	B	4.16	C
9 Lilac Rd.	Couser Canyon Rd. to W. Lilac Rd.	1	A	1.1	A	.03	1.23	A	2.00	B	LC	6	C	0	6.00	C	7.16	D
10 Lilac Rd.	W. Lilac Rd. to Old Castle Rd.	3	B	3.1	B	.03	3.23	B	4.00	B	LC	6	C	0	6.00	C	7.16	D
11 Lilac Rd.	Old Castle Rd. to Anthony Rd.	8	D	8.3	D	.13	8.96	D	10.54	D	C	8	A	.05	8.38	A	9.86	A
12 Lilac Rd.	Anthony Rd. to Valley Center Rd.	8	D	8.3	D	.13	8.96	D	10.54	D	C	17	B	.05	17.38	B	18.86	B
13 Old Castle Rd.	Lilac Rd. to Champagne Blvd.	6	C	6.2	C	.1	6.76	C	7.54	D	C	10	A	.05	10.38	A	10.70	A
14 SC990 (Charlan Rd.)	Valley Center Rd. to N. Broadway										C	11	A	.2	12.51	A	13.81	B
15 SC990 (Charlan Rd.)	N. Broadway to I-15										C	19	B	.2	20.51	B	21.81	B
16 SR76 (Pala Rd.)	I-15 to Rice Canyon Rd.	5	A	5.1	B	.05	5.38	B	14.69	E	4C	26	E	.05	26.38	E	35.11	F
17 SR76 (Pala Rd.)	Rice Canyon Rd. to Pala Casino Entrance	5	A	5.1	B	.05	5.38	B	15.27	E	4C	21	D	.05	21.38	D	30.69	E
18 SR76 (Pala Rd.)	Pala Casino Entrance to Pala Temecula Rd.	5	A	5.1	B	.05	5.38	B	10.74	D	4C	21	D	.05	21.38	D	26.92	E
19 SR76 (Pala Rd.)	Pala Temecula Rd. to Lilac Rd.	5	A	5.2	B	.08	5.61	B	10.98	D		9	C	.08	9.61	C	15.16	E
20 SR76 (Pala Rd.)	Lilac Rd. to Pauma Casino Entrance	3	A	3.2	A	.08	3.61	A	8.81	C		8	C	.08	8.61	C	13.81	E
21 SR76 (Pala Rd.)	Pauma Casino Entrance to Cole Grade Rd.	3	A	3.2	A	.08	3.61	A	5.61	B		8	C	.08	8.61	C	10.81	D
22 SR76 (Pala Rd.)	Cole Grade Rd. to Valley Center Rd.	3	A	3.2	A	.08	3.61	A	5.03	A		7	B	.08	7.61	C	9.03	C
23 SR76	Valley Center Rd. to S. Grade Rd.	4	A	4.0	A	.02	4.15	A	4.48	A		11	D	.02	11.15	D	11.48	D
24 Valley Center Rd.	SR76 (Pala Rd.) to Rincon Casino Entrance	3.65	B	3.9	B	.1	4.41	C	6.15	C	C	8	A	.1	8.76	A	10.50	A
25 Valley Center Rd.	Rincon Casino Entrance to Lake Wohlford Rd.	4.34	C	4.5	C	.1	5.10	C	11.00	E	C	14	B	.1	14.76	B	20.66	B
26 Valley Center Rd.	Lake Wohlford Rd. to Cole Grade Rd.	5.79	C	6.1	C	.15	6.93	C	10.96	E	C	12	A	.2	13.51	A	17.54	B
27 Valley Center Rd.	Cole Grade Rd. to Lilac Rd.	16	E	16.3	F	.15	17.10	F	21.00	F	PA	47	D	.18	48.36	D	52.26	E
28 Valley Center Rd.	Lilac Rd. to SC990 (Charlan Rd.)	17	F	17.0	F	.0	17.00	F	19.93	F	PA	53	E	.13	53.98	E	57.56	F

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Roadway	Segment	Baseline Road Classification	Baseline ADT*	Baseline LOS	Baseline with Temp. Project ADT*	Baseline with Temp. Project LOS	Trip Distribution ***	Baseline with Perm. Project ADT*	Baseline with Perm. Project LOS	Near Term Cumulative ADT*	Near Term Cumulative LOS	Future Road Classification	Build Out (Year 2020) ADT*	Build Out (Year 2020) LOS	Trip Distribution ***	Build Out (Year 2020) with Project ADT*	Build Out (Year 2020) with Project LOS	Build Out (Year 2020) Cumulative ADT*	Build Out (Year 2020) Cumulative LOS
29 Valley Center Rd.	SC990 (Charlan Rd.) to Woods Valley Rd.	LC	18	F	18.0	F	.0	18.00	F	20.93	F	PA	52	E	.07	52.53	E	54.81	E
30 Valley Center Rd.	Woods Valley Rd. to Escondido City Limits	LC	18	F	18.2	F	.1	18.76	F	21.68	F	PA	52	E	.03	52.23	E	54.50	E
31 Woods Valley Rd.	Valley Center Rd. to Lake Wohlford Rd.	LC	2	B	2.2	B	.1	2.76	B	2.76	B	LC	8	D	.1	8.76	D	8.76	D
SYCUAN																			
1 Dehesa Rd.	Tavern Rd. to Sycuan Casino Entrance	LC	2	B			.05	2.36	B	2.36	B	LC	8	D	.05	8.36	D	8.36	D
2 Dehesa Rd.	Sycuan Casino Entrance to Harbison Canyon Rd.	LC	9	D			.95	15.85	E	15.85	E	LC	14	E	.95	20.85	F	20.85	F
3 Dehesa Rd.	Harbison Canyon Rd. to Willow Glen Dr.	LC	10	D			.75	15.40	E	15.40	E	LC	16	E	.75	21.40	F	21.40	F
4 Dehesa Rd.	Willow Glen Dr. to El Cajon City Line	LC	11	E			.6	15.32	E	15.32	E	LC	18	F	.6	22.32	F	22.32	F
5 Frances Dr.	Harbison Canyon Rd. to Mountain View Rd.	LC	1	A			.05	1.36	A	1.36	A	LC	3	B	.05	3.36	B	3.36	B
6 Harbison Canyon Rd.	Dehesa Rd. to Frances Dr.	LC	2	B			.2	3.44	B	3.44	B	LC	5	C	.2	6.44	C	6.44	C
7 Harbison Canyon Rd.	Frances Dr. to Arnold Way	LC	4	B			.15	5.08	C	5.08	C	LC	5	C	.15	6.08	C	6.08	C
8 Willow Glen Dr.	Dehesa Rd. to Hilsdale Rd.	LC	6	C			.15	7.08	C	7.08	C	LC	8	D	.15	9.08	D	9.08	D
VIEJAS																			
1 Willows Rd.	West Willows Rd. to Viejas Entrance	LC	13.4	E			.95	18.13	F	18.13	F	C	14	B	.95	18.73	B	18.73	B
2 Willows Rd.	Viejas Entrance to East Willows Rd.	LC	2	B			.05	2.25	B	2.25	B	C	20	B	.05	20.25	B	20.25	B
3 I-8	Tavern Rd. W. Willows Rd.		35	B			.9	39.48	B	39.48	B		51	C	.9	55.48	C	55.48	C

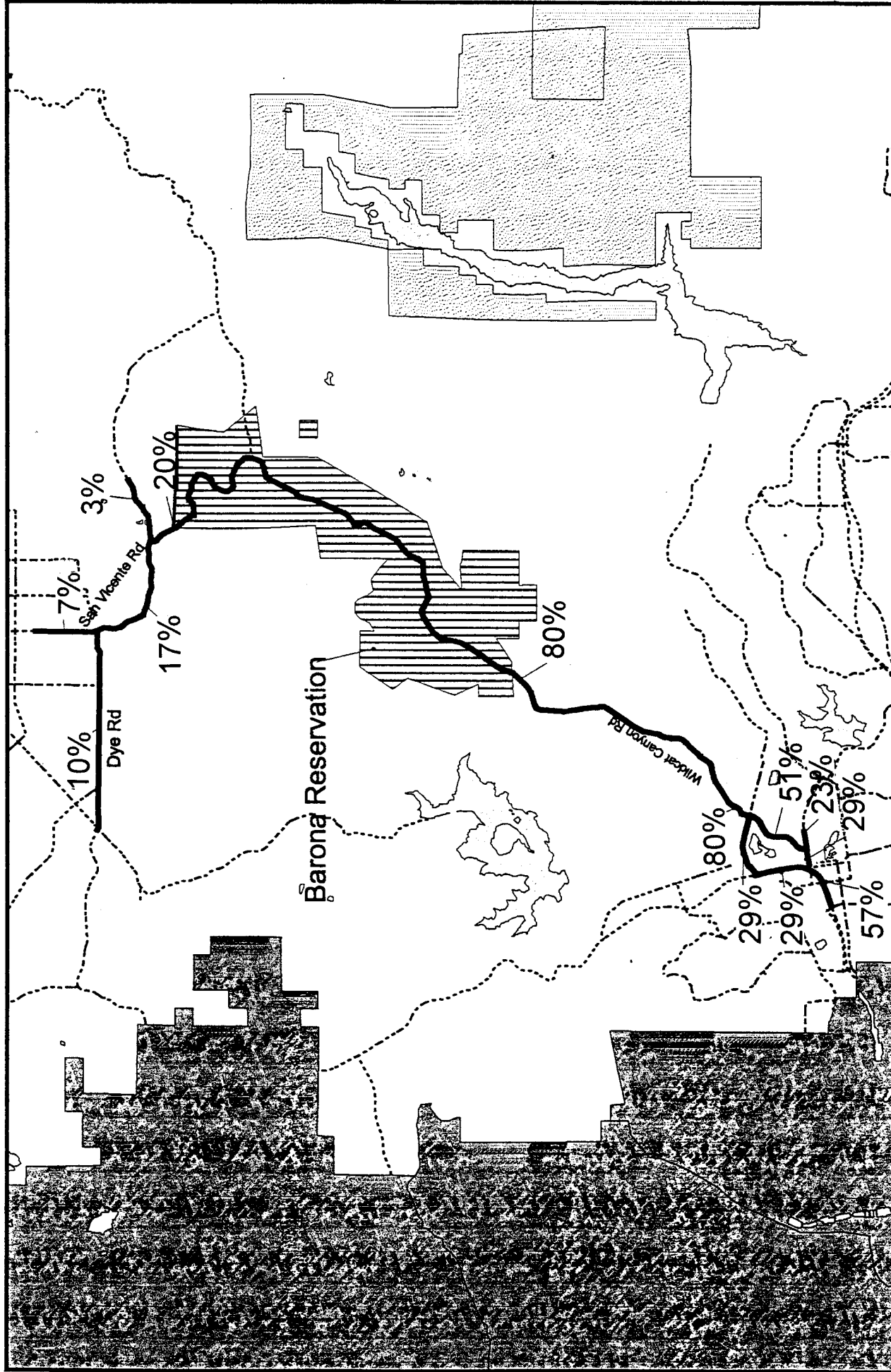
Notes:
 ADT = Average Daily Traffic
 LOS = Level of Service
 * ADT Volumes = X 1,000
 ** Distributed onto New SR54 in 2020
 *** .01 = 1%
 **** The Jamul project analyzed in this report is different from the project that was proposed in the Jamul EIS Scoping report dated July 2002. The final assessment of impacts and fair-share contributions will be based on the EIS and the Jamul project in its final form.

TABLE E-2
Improvement Costs
for Baseline Conditions

BASELINE CONDITIONS WITHOUT EXISTING INDIAN GAMING FACILITIES										EXISTING INDIAN GAMING FACILITIES				BASELINE																							
Road				Segment		LOS 'E' Design Capacity w/ Assumed Improvements		ADT (x1,000)		LOS on Existing Facility		Length of Roadway Segment (miles)		Cost to Improve to LOS 'D' (x1,000)		Existing Casino ADT (x1,000)		Existing Casino % of LOS 'E' Design Capacity		Roadway Segments Not Previously LOS 'E' or 'F' on Existing Facilities (miles)		ADT (x1,000)		LOS on Existing Facility		Length of Roadway Segment (miles)		Total Costs to Implement Roadway Improvement to LOS 'D'									
BARONA *																																					
1	Mapleview St.	SR67 to Ashwood St.	19		D/E	0.31		\$558	2.87	15.12%	-	13	E	0.31		\$558																					
2	Mapleview St.	Ashwood St. to Lake Jennings Park Rd.	19		D/E	0.48		\$864	2.28	11.99%	-	13	E	0.48		\$864																					
3	San Vicente Rd/11th St.	Main St. to Hanson Lane	19		D/E	1.17		\$2,106	0.69	3.65%	-	11	E	1.17		\$2,106																					
4	San Vicente Rd.	Hanson Lane to Warnock Dr.	19		E	0.75		\$1,350	0.69	3.65%	-	14	E	0.75		\$1,350																					
5	San Vicente Rd.	Warnock Dr. to Wildcat Canyon Rd.	19		E	2.20		\$7,920	1.68	8.86%	-	14	E	2.20		\$7,920																					
6	San Vicente Rd.	Wildcat Canyon Rd. to Gunn Stage Rd.	19		E	1.71		\$6,156	0.30	1.56%	-	12	E	1.71		\$6,156																					
7	Wildcat Canyon Rd.	Barona Casino Entrance to Willow Rd.	34.2		D	0.00		\$0	7.92	23.17%	5.08	17	F	5.08		\$36,576																					
BARONA - SUBTOTALS																																					
JAMUL																																					
1	Steele Canyon Rd.	Willow Glen Dr. to Jamul Dr.	19		D	0.00		\$0	**	**	**	10	D	0.00		\$0																					
2	Willow Glen Dr.	Steele Canyon Rd to SR64 (Jamacha Rd.)	34.2		E	0.78		\$2,808	**	**	**	15	E	0.78		\$2,808																					
JAMUL - SUBTOTALS																																					
PALA, PAUMA, RINCON, SAN PASQUAL																																					
1	Lake Wohlford Rd.	Woods Valley Rd. to Guelfito Rd.	19		C	0.00		\$0	**	**	**	4.5	C	0.00		\$0																					
2	Lake Wohlford Rd.	Guelfito Rd. to Escondido City Limits**	19		C	0.00		\$0	**	**	**	4.5	C	0.00		\$0																					
3	Valley Center Rd.	Rincon Casino Entrance to Lake Wohlford Rd.	19		C	0.00		\$0	**	**	**	4.34	C	0.00		\$0																					
4	Valley Center Rd.	Lake Wohlford Rd. to Cole Grade Rd.	19		C	0.00		\$0	**	**	**	5.79	C	0.00		\$0																					
5	Valley Center Rd.	Cole Grade Rd. to Lilac Rd.	34.2		E	1.28		\$7,929	**	**	**	16	E	1.28		\$7,929																					
6	Valley Center Rd.	Lilac Rd. to SC990(Charlan Rd.)	34.2		F	0.94		\$5,823	**	**	**	17	F	0.94		\$5,823																					
7	Valley Center Rd.	SC990(Charlan Rd) to Woods Valley Rd.	34.2		F	0.25		\$1,549	**	**	**	18	F	0.25		\$1,549																					
8	Valley Center Rd.	Woods Valley Rd. to Escondido City Limits	34.2		F	2.69		\$12,000	**	**	**	18	F	2.69		\$12,000																					
PALA, PAUMA, RINCON, SAN PASQUAL - SUBTOTALS																																					
SYCUAN																																					
1	Dehesa Rd.	Sycuan Casino Entrance to Harbison Canyon Rd.	34.2		D	0.00		\$0	2.86	**	**	9	D	0.00		\$0																					
2	Dehesa Rd.	Harbison Canyon Rd. to Willow Glen Dr.	34.2		D	0.00		\$0	2.26	**	**	10	D	0.00		\$0																					
3	Dehesa Rd.	Willow Glen Dr. to El Cajon City Line	34.2		D	0.00		\$0	1.81	5.28%	1.98	11	E	1.98		\$7,128																					
SYCUAN - SUBTOTALS																																					
VIEJAS																																					
1	Willows Rd.	West Willows Rd. to Viejas Entrance	34.2		D	0.00		\$0	6.24	18.25%	2.27	13.4	E	2.27		\$8,172																					
VIEJAS - SUBTOTALS																																					
ALL PROJECTS (100 Trips / 1,000 Sq. Ft.)																																					
TOTALS																																					
																														12.56	\$49,063			9.33		21.89	\$100,939

Notes: * Existing Casino ADT for Barona based on the total Casino trip generation ADT of 9,906 (Wildcat Canyon Road Needs Assessment Study) for a Saturday and utilizing the trip distribution from this report.
 ** Indian tribe did not have gaming facilities prior to Baseline.
 *** Not applicable because resultant Baseline is within LOS 'D' threshold.

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- Roads Impacted
- Circulation Element
- Lakes

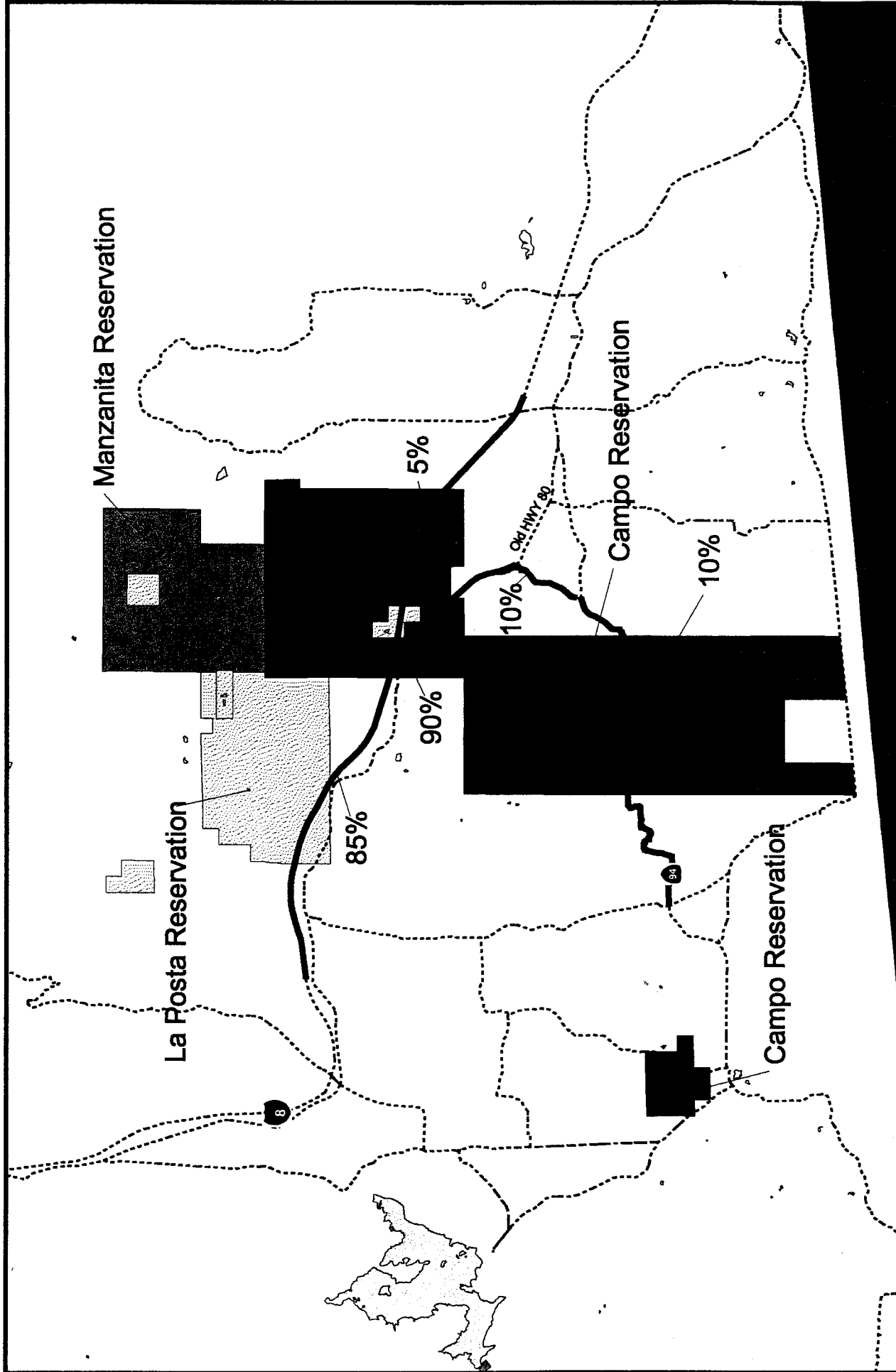
Barona Reservation

Near Term & Long Range 2020
Trip Distribution

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Campo Reservation

Near Term & Long Range 2020
Trip Distribution

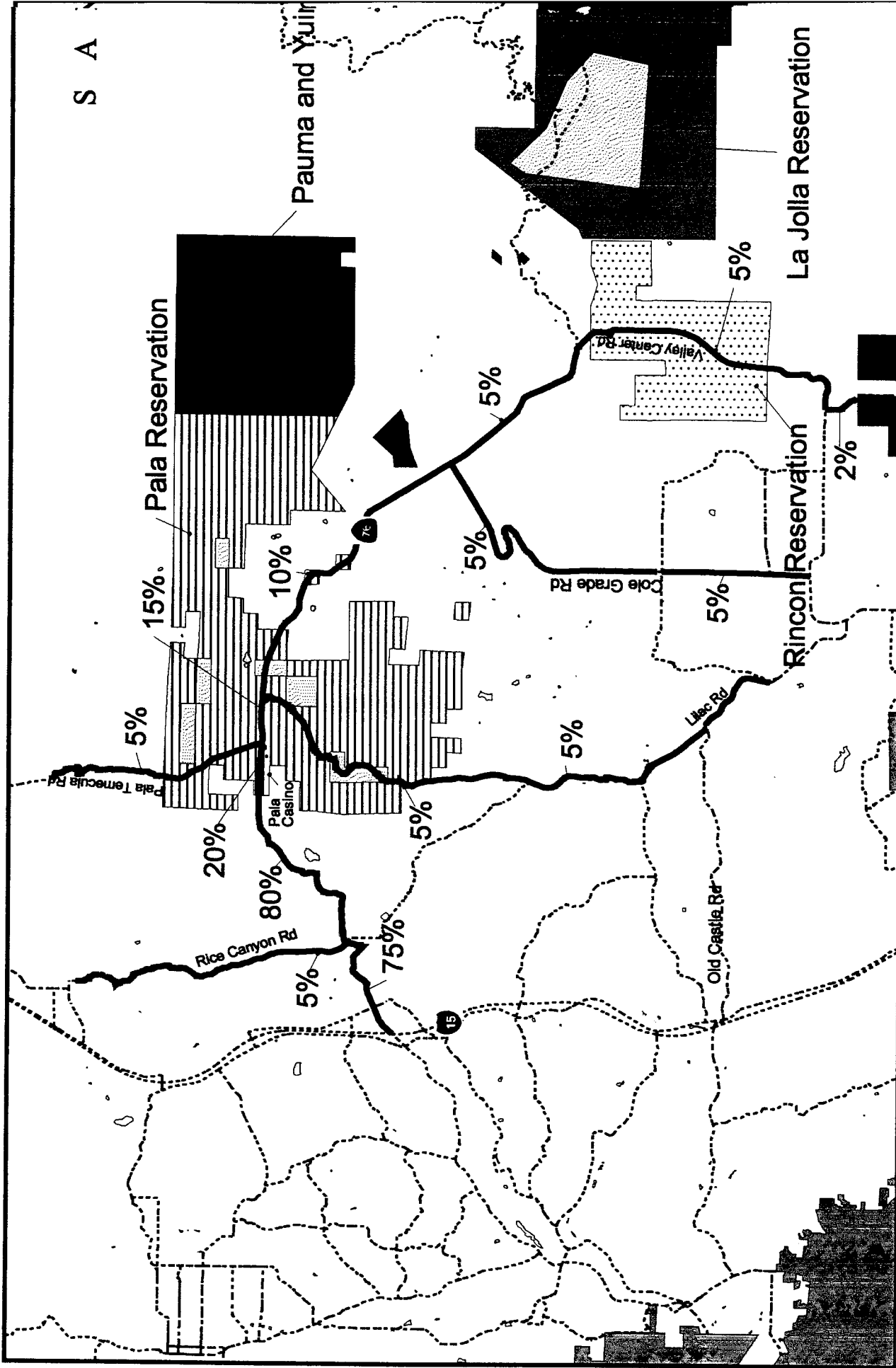
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 Roads Impacted
 Circulation Element
 Lakes

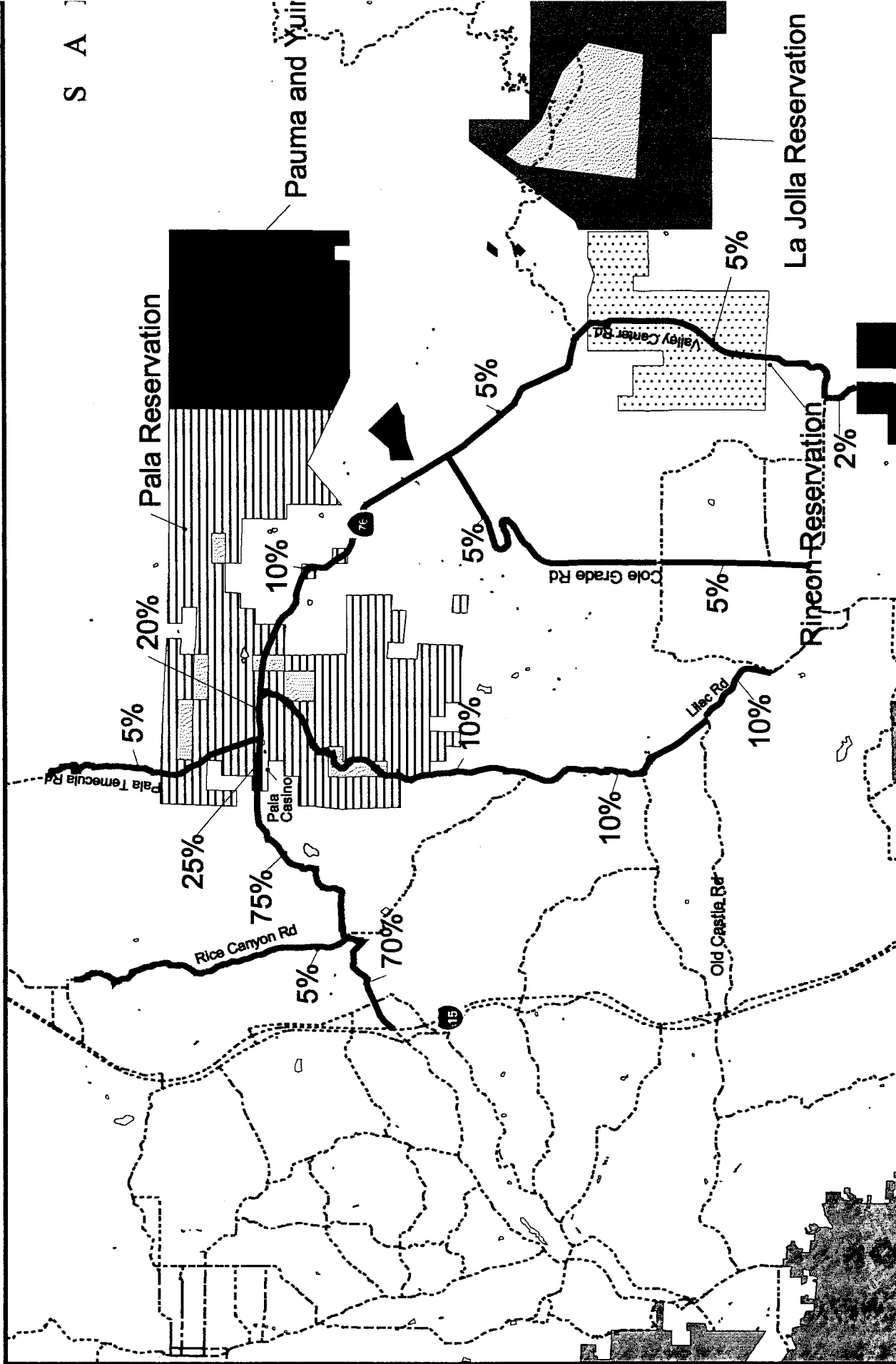
Pala Reservation

Near Term
 Trip Distribution

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Pala Reservation

Long Rang 2020
Trip Distribution

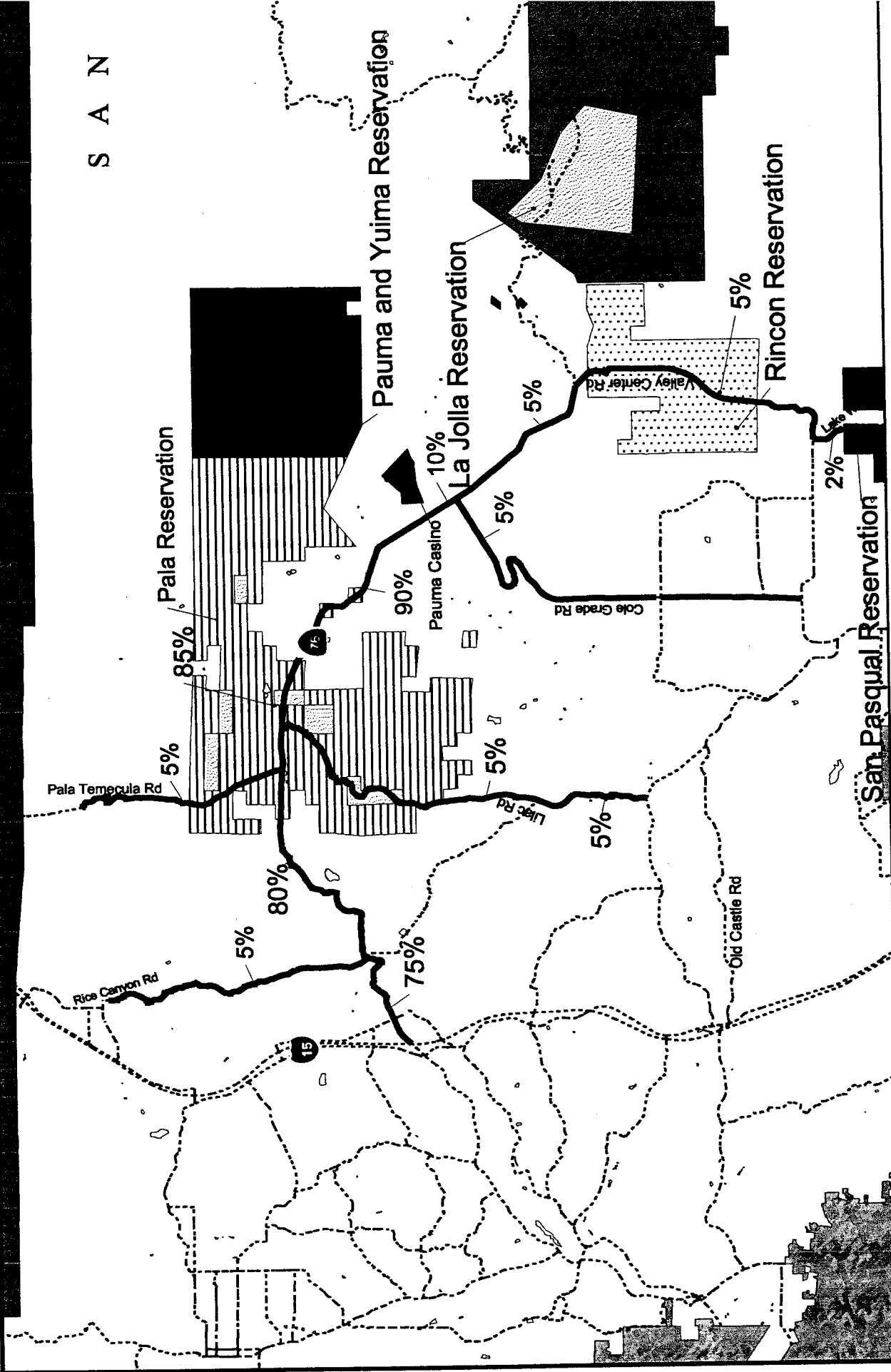
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Roads Impacted
Circulation Element
Lakes



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Pauma Reservation

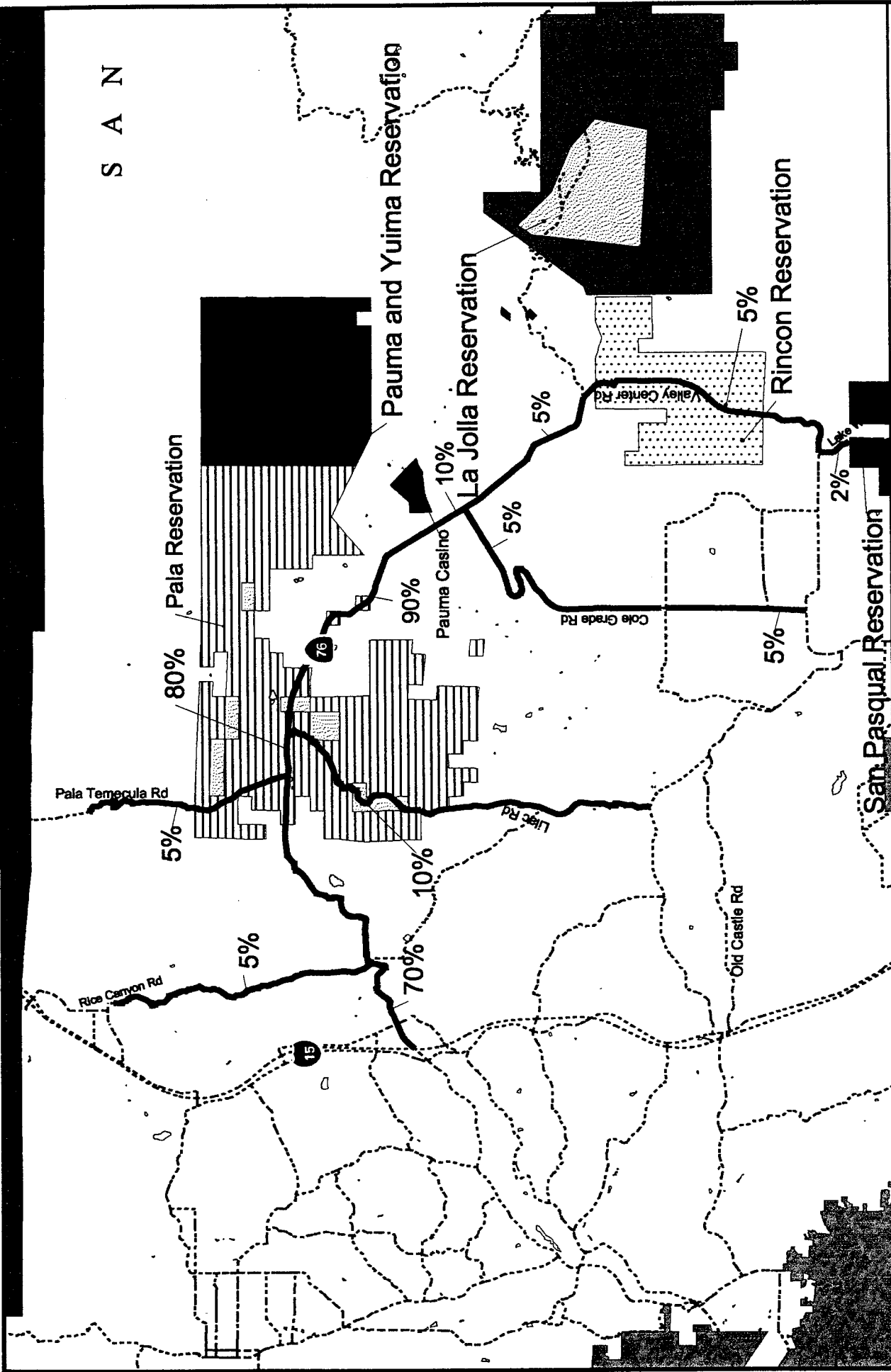
Near Term
Trip Distribution

0.6 0 0.61.2 Miles



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Pauma Reservation

Long Range 2020
Trip Distribution

0.6 0 0.6 1.2 Miles

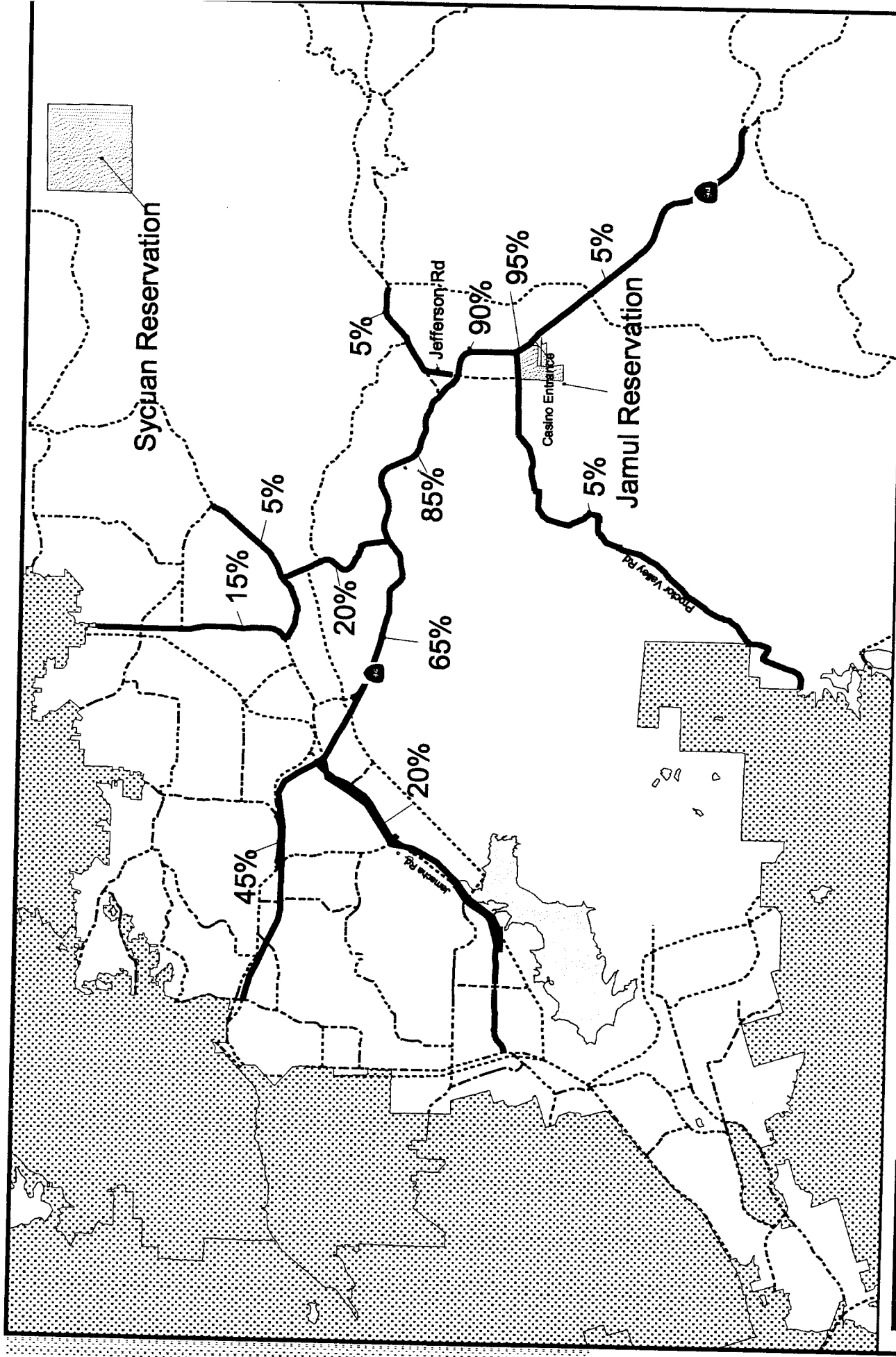
Roads Impacted
Circulation Element
Lakes



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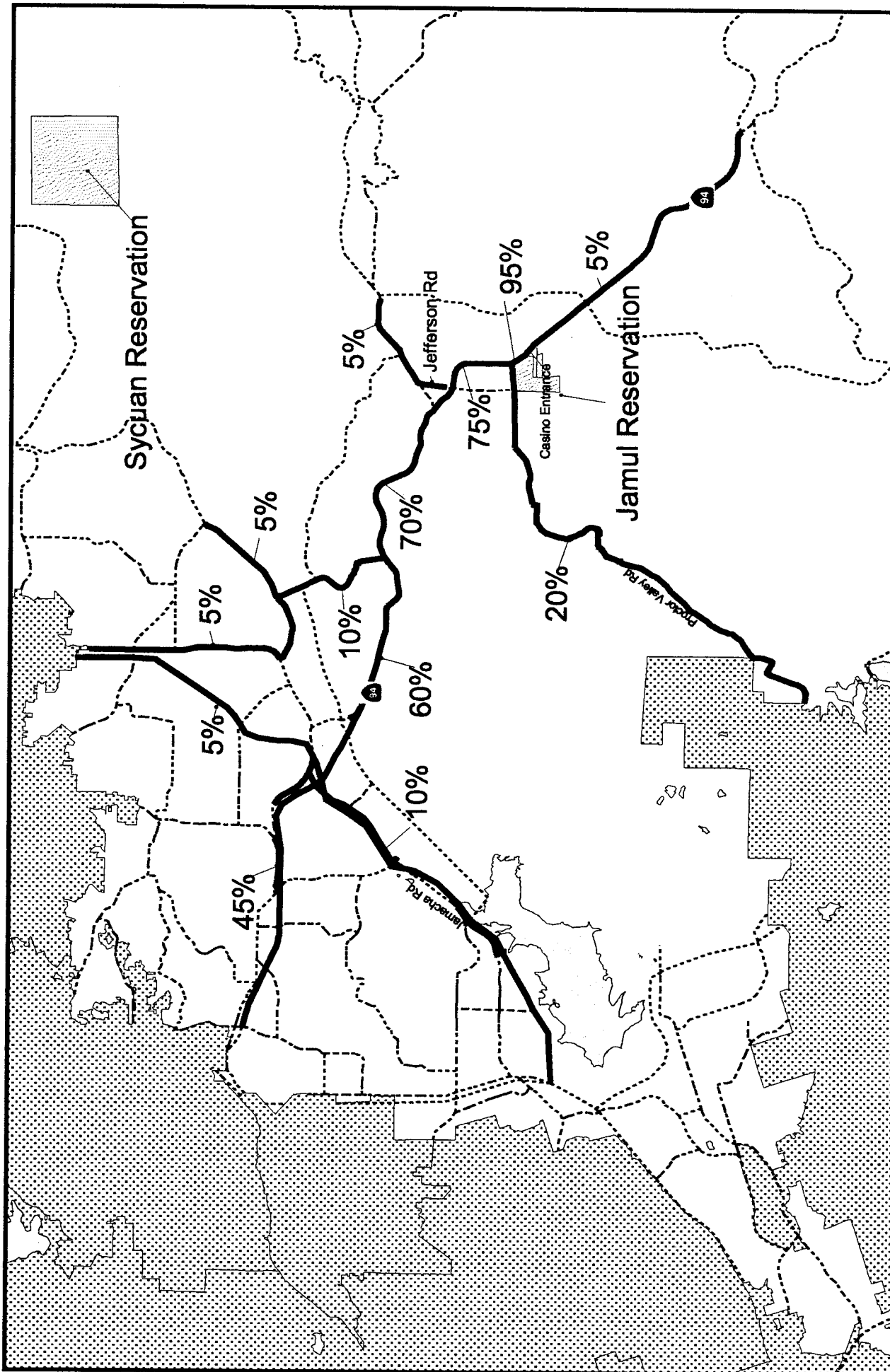
Jamul Reservation

Near Term
Trip Distribution

0.4 0 0.4 0.8 Miles



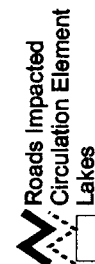
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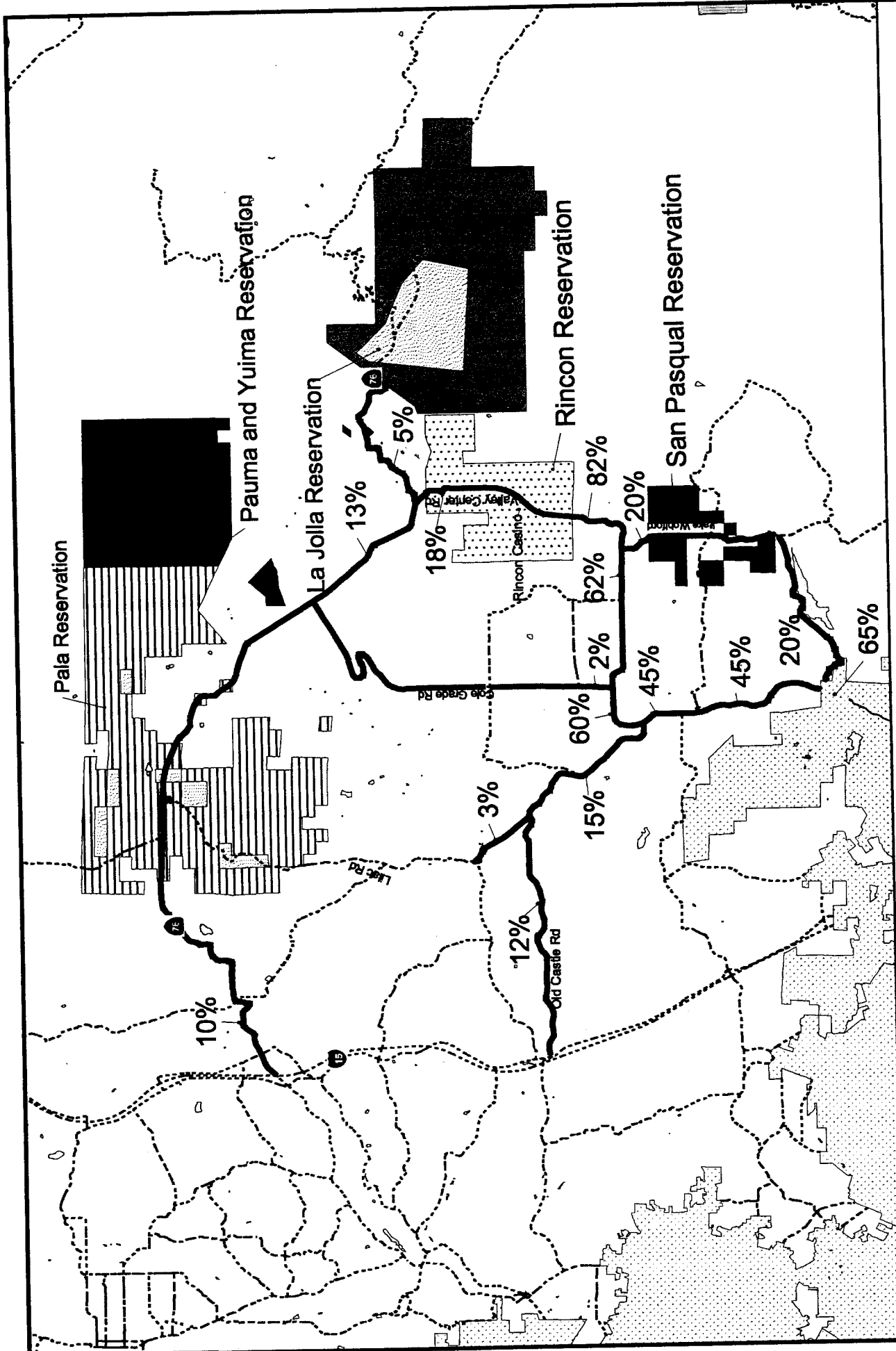
Jamul Reservation

Long Rang 2020
Trip Distribution

0.4 0 0.4 0.8 Miles



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Roads Impacted

Circulation Element

Lakes

Rincon Reservation

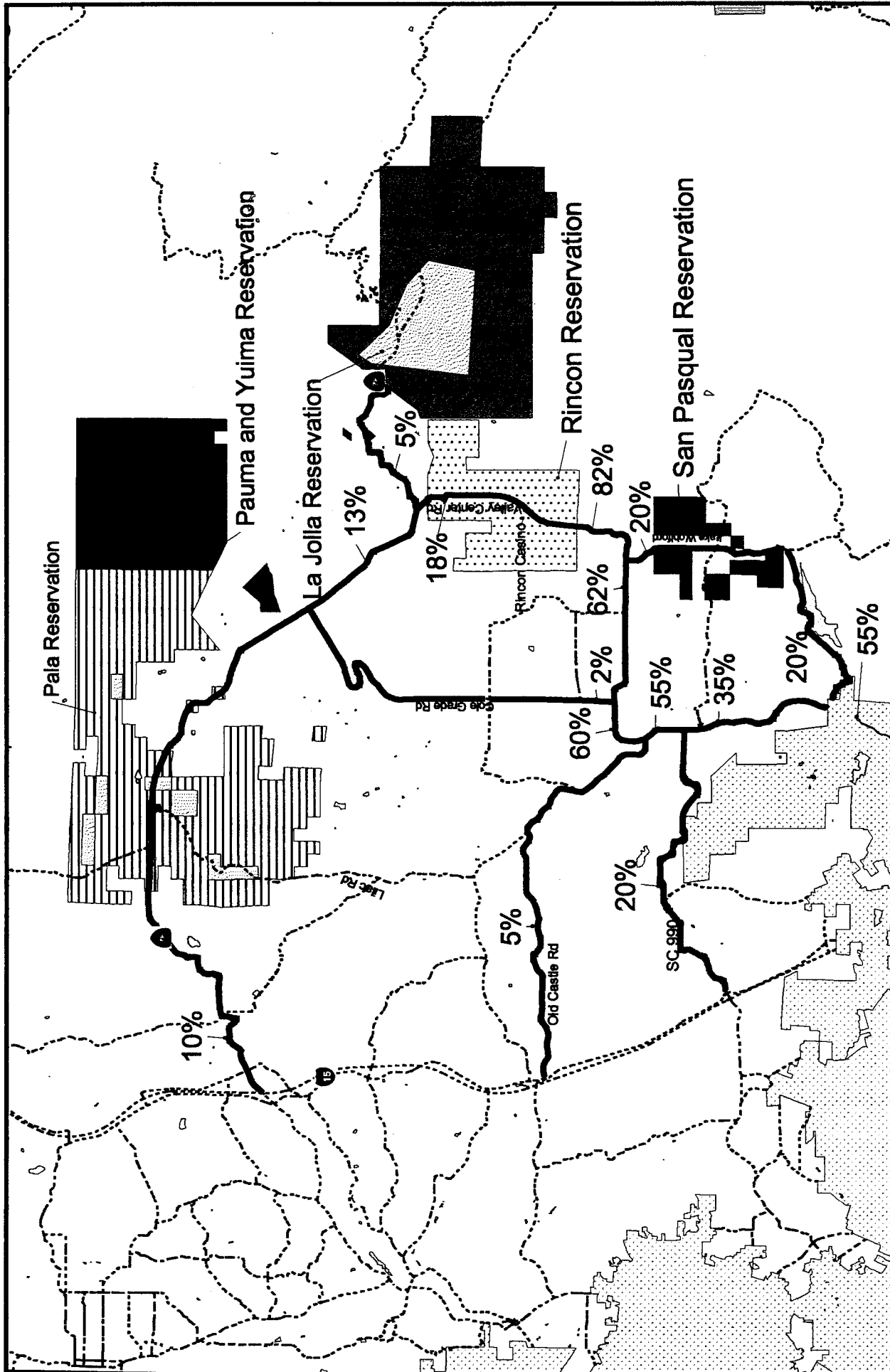
Near Term Trip Distribution

0.8 0 0.8 1.6 Miles

Date: 02/21/01

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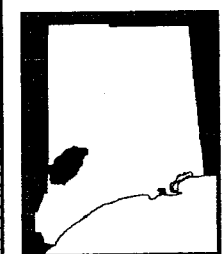
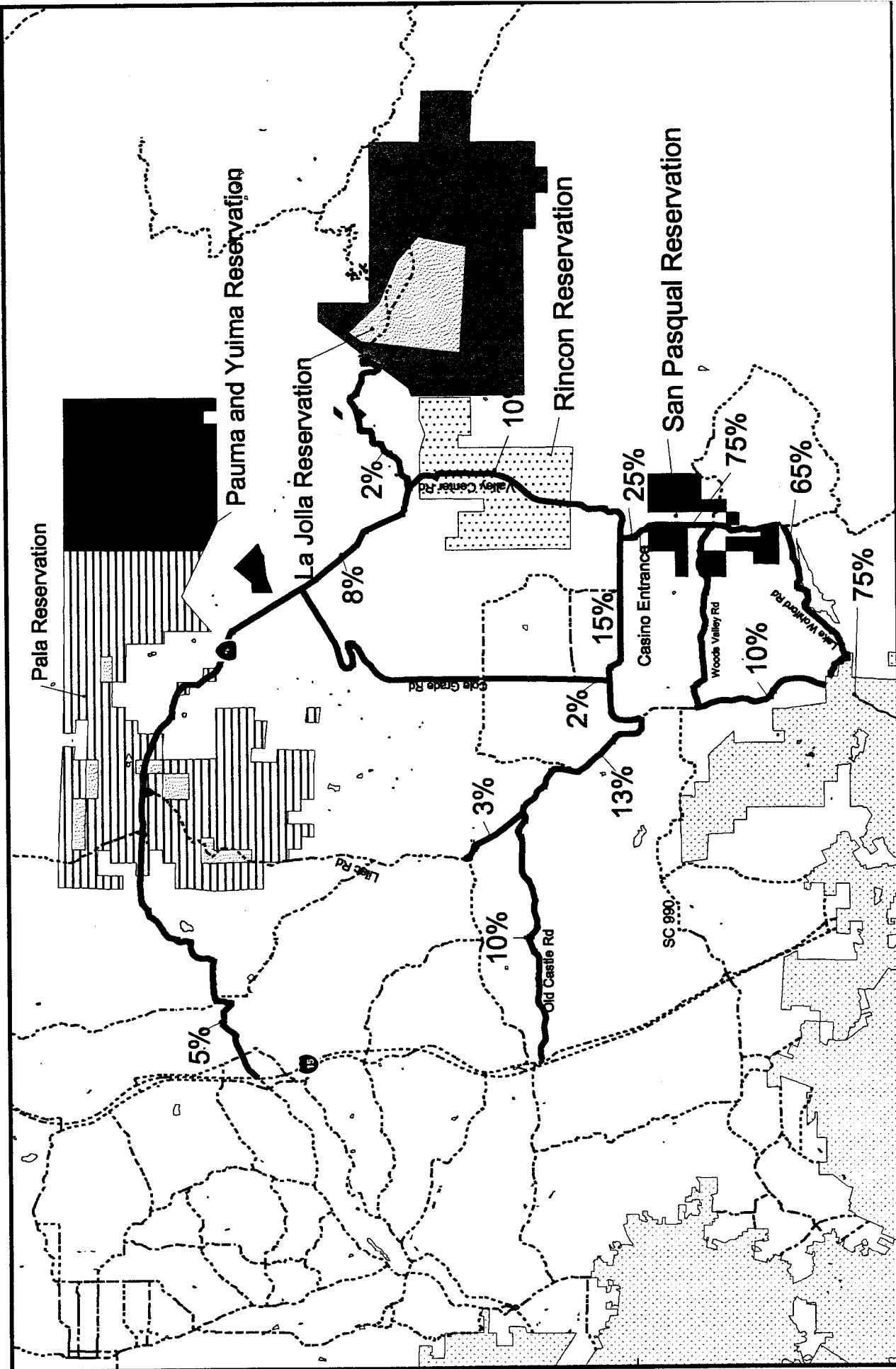
Rincon Reservation

Long Range 2020
Trip Distribution

0.8 0 0.8 1.6 Miles



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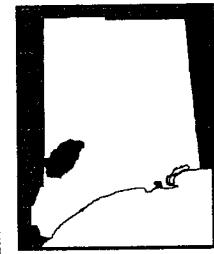
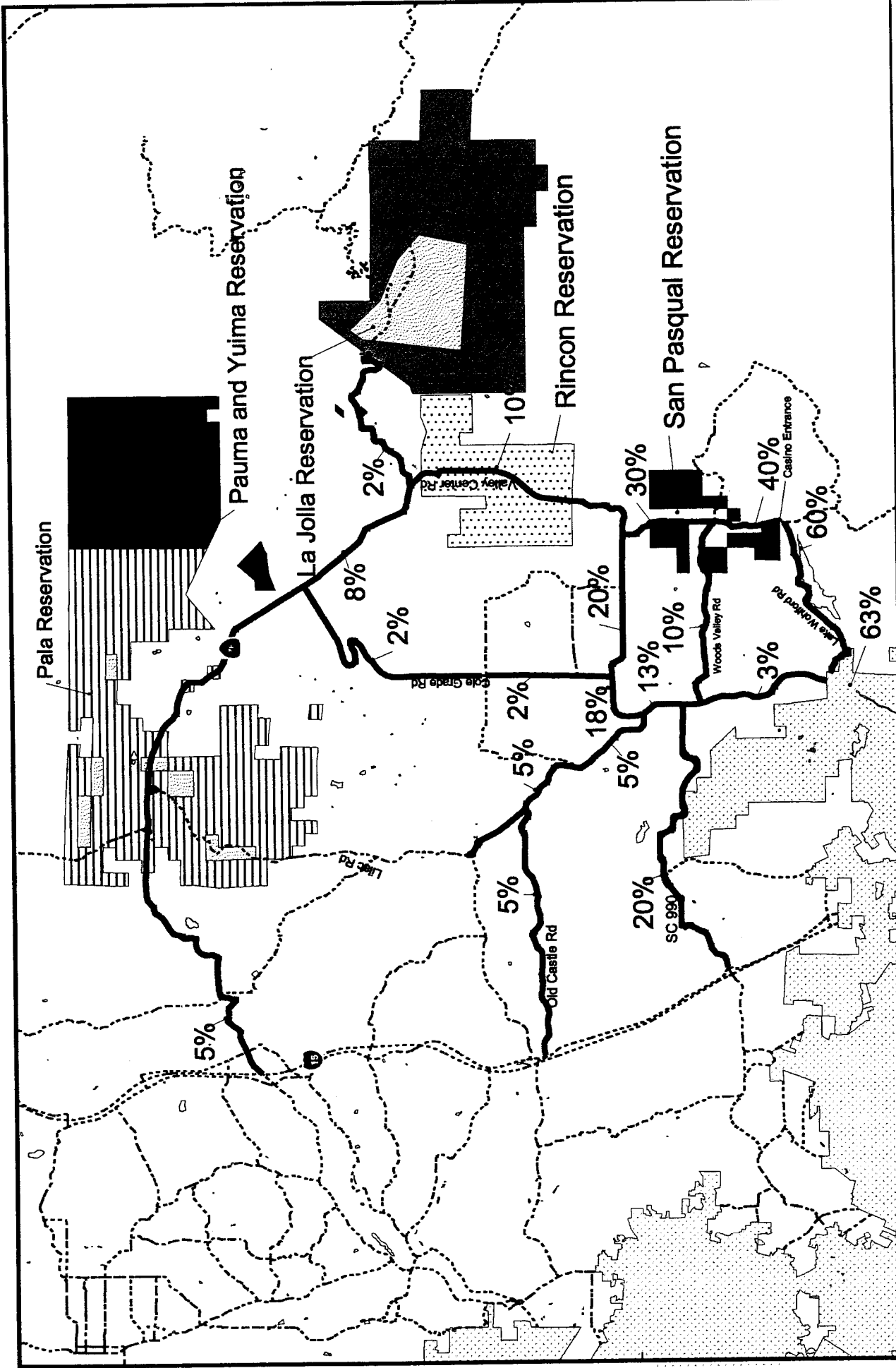
Roads Impacted
Circulation Element
Lakes

San Pasqual Reservation

Near Term
Trip Distribution
0.8 0 0.8 1.6 Miles



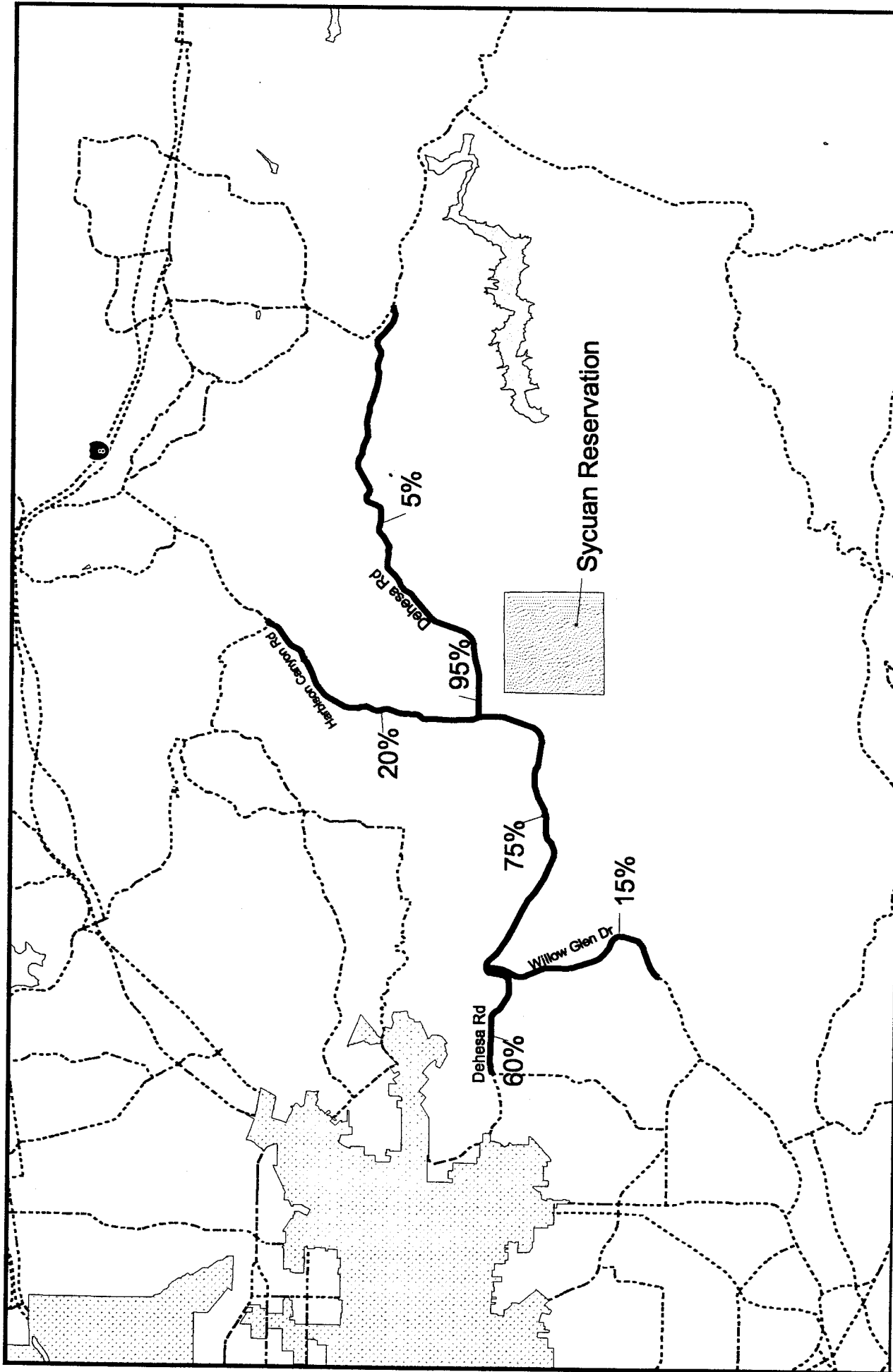
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San Pasqual Reservation



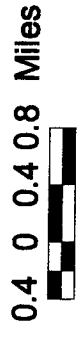
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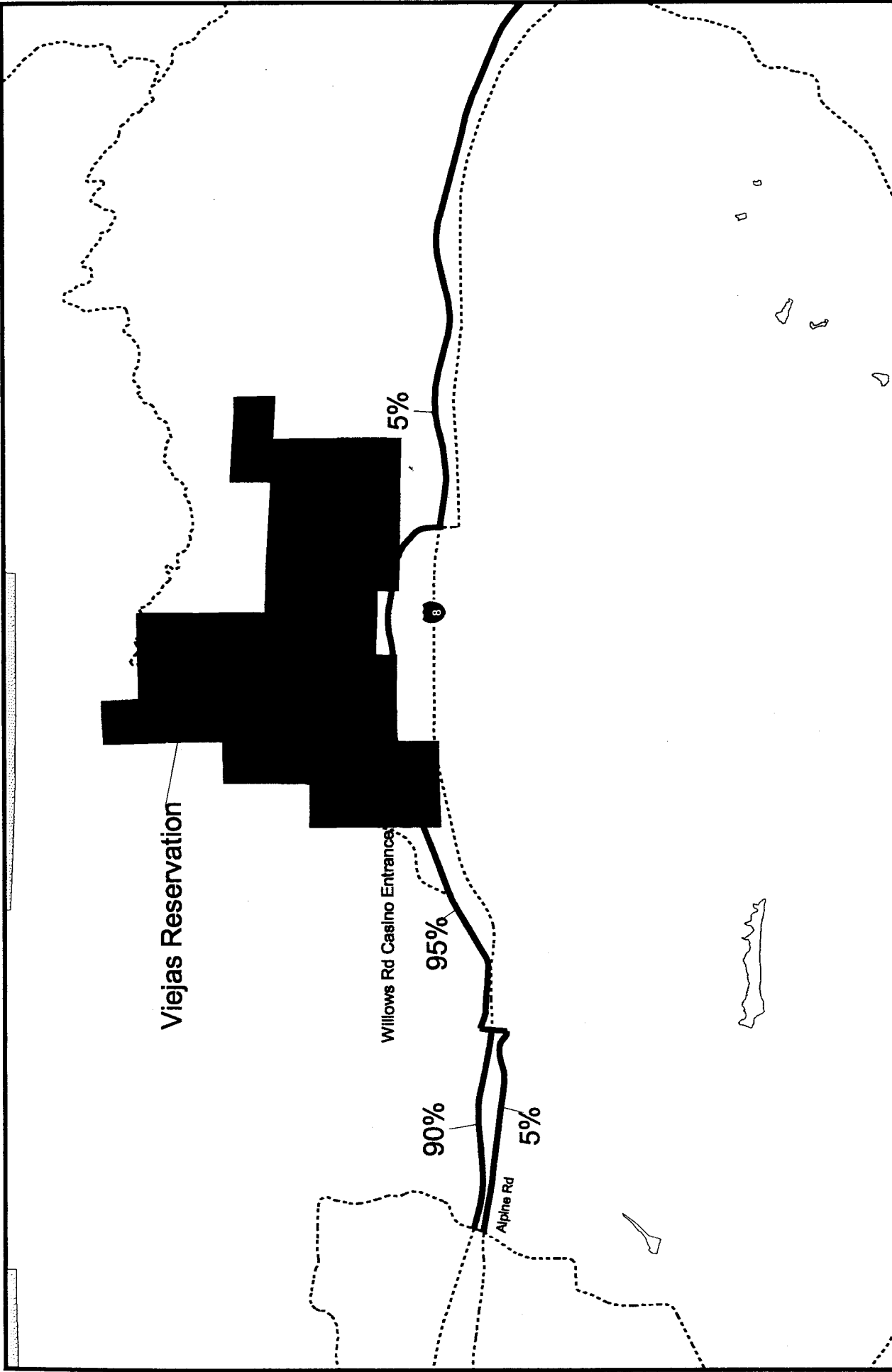
Sycuan Reservation

Near Term & Long Range 2020 Trip Distribution

- Roads Impacted
- Circulation Element
- Lakes

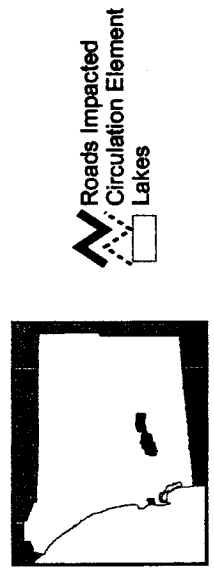


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Viejas Reservation

Near Term & Long Range 2020 Trip Distribution



Roads Impacted
Circulation Element
Lakes



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CASINO FACILITY: TYPICAL USE COMPOSITION

The Environmental Evaluations/Assessments for the Barona, Jamul, and Pauma gaming facilities included a detailed summary describing the casino uses and their associated square footage (see attachment). The environmental documentation for the other proposed Indian gaming facilities did not include a casino use summary. County staff classified the uses within the Barona, Jamul, and Pauma casinos into five categories. The five categories are as follows:

1. **Gaming areas:** Gaming areas include slot machine areas, card rooms, bingo rooms, and off-track betting areas
2. **Food & Beverage operations:** Food & beverage operations include restaurants, food courts, coffee shops, snack bars, bar lounges, and kitchen facilities.
3. **Casino offices/operation uses:** This category includes offices, warehouses, administrative areas, bathroom facilities, lobbies, banking operations, and ancillary casino areas.
4. **Retail:** Retail includes souvenir shops and convenience stores
5. **Children entertainment/care:** This category includes childcare facilities, arcades, and children play areas.

Based on the square footage information in the environmental documents, County staff calculated the percentage of total casino area devoted to each use category for each of the three casinos. The percentages of each use category for the three casinos were averaged out in order to develop a typical use composition for San Diego region casino facilities. The average casino use percentages are as follows:

1. Gaming areas: **39.1%** of total casino area
2. Food & Beverage operations: **19.4%** of total casino area
3. Casino offices/operation uses: **37.9%** of total casino area
4. Retail: **1.2%** of total casino area
5. Children entertainment/care: **2.4%** of total casino area.

As previously stated, only the Barona, Jamul, and Pauma environmental documents included a detailed summary of the casino facility uses. The County of San Diego has requested that each casino project provide a detailed breakdown of the uses within their proposed casino facility. When the casino use information has been provided to the County, the trip generation estimates for some of the casinos may need to be adjusted. Adjustments to a casino's trip generation estimates may be warranted, because the casino may contain a unique trip generator such as specialty gaming activities, entertainment theater, or a high-tech arcade.

The average gaming area use factor (39.1%) was used to estimate the size of the gaming areas for the Sycuan and Viejas casinos. At the time of the preparation this report, neither casino has submitted an Environmental Assessment/Evaluation and/or traffic study to the County of San Diego.

Barona

Table 1
Casino Resort Square Footage

Building Element	Square Footage
Casino Gaming Floor	71,575
Poker Room	2,070
High Limit	5,260
Fireplace Lounge	2,905
Off-Track Betting Area	5,750
Turf Club (restaurant)	2,020
Bingo Hall	23,860
Bingo Snack Bar	2,545
Platinum Club	1,800
Tour Lobby	1,800
Retail Outlets	2,600
Kitchens	24,880
Buffet and Deck	21,745
Food Court	1,720
Coffee Shop and Deck	6,030
Kids Quest	4,830
Video Arcade	395
Toilets	10,840
Offices	12,960
Public Circulation and Entries	9,555
Administrative and Support Functions	77,860
Total Square Footage	293,000

The new golf course will occupy the southern portion of Barona Valley to the north of the casino and hotel. Construction of the golf course is complete. The course's 4,328-square-foot Pro Shop would be situated at the northern end of the eastern hotel wing. Golf cart storage and maintenance would be conducted in a 9,080-square-foot basement of this wing. The golf course will be a PGA tournament level course. It will feature approximately 500 live oaks transplanted from elsewhere on the Reservation.

Jamul

(Please Note: The February 2001 information will be updated during the EIS review process.)

2.0 Proposed Action and Alternatives

TABLE 2-2
CASINO USES AND SIZE

Proposed Use	Square Feet
1. Gaming Floor Area	91,800
2. Banking	6,300
3. Toilets	6,600
4. Gaming Support	8,400
5. Retail	2,000
6. Child Care/Family Fun	14,000
7. Food and Beverage	43,300
8. Back of House	15,000
9. Employee Rooms	9,000
10. Office	13,000
11. Misc. and Circulation	35,600
12. Warehouse	20,000
Total	265,200

SOURCE: Cuningham Group, 2000.

The site plan includes stacking in a multi-story structure the parking, casino, and support facilities on the existing Indian Village. The casino facility would be housed in a two-level facility. The proposed structure would span the natural drainage currently transecting the project area. The physical structure would be constructed entirely outside of the mean high-water mark of the drainage. The proposed development would require the removal of all tribal housing and administration building on the existing Indian Village. The existing tribal church and cemetery would remain on the western end of the Indian Village.

The entrance drives would be through the 4-acre parcel currently occupied by a fire station. A multiple level road would provide access to the porte cochere and parking located below the casino. The plan includes approximately 2,000 parking stalls on-site in a parking structure located beneath the casino. An 800-space employee parking lot would be provided off-site on the 87-acre proposed trust parcel (as shown on the site plan).

WASTEWATER TREATMENT AND DISPOSAL

A new wastewater treatment plant would be constructed on Parcel #2 to treat sewage generated by the casino and the replacement housing. The wastewater will receive tertiary treatment and will be reused for landscape irrigation and the toilets within the casino facility. The remaining

Pauma

TABLE 2-1
PAUMA GAMING FACILITY COMPONENTS

Component	Square Footage
850 Slot Machines	30,000
32 Table Games	7,000
10 Poker Tables	3,000
Bar/Lounge Entertainment Center	4,000 (125 seats)
Steak/Seafood Restaurant	5,000 (200 seats)
Casual Restaurant	5,000 (300 seats)
Asian Restaurant	4,000 (250 seats)
Gift Shop/Players Club	1,500
Office/Back of House/Storage	20,000
Warehouse/Storage Building	8,000

Source: Pacific Coast Gaming

The casino, and associated development features, would be constructed in compliance with the Uniform Building Codes, including all uniform fire, plumbing, electrical, mechanical and related codes then in effect. In addition, the development would comply with the federal Americans with Disabilities Act, P.L. 101-336, as amended, 42 U.S.C. Section 1201 et seq. Pursuant to the Tribal-State Compact, the Proposed Project would also comply with the following provisions:

- Development will be issued a certificate of occupancy by the Tribal Gaming Agency prior to occupancy;
- Tribal government will adopt and comply with standards no less stringent than state public health standards for food and beverage handling;
- Tribal government will adopt and comply with standards no less stringent than federal water quality and safe drinking water standards applicable in California;
- Tribal government will adopt and comply with standards no less stringent than federal workplace and occupational health and safety standards;
- Tribal government will comply with Tribal codes and other applicable federal law regarding public health and safety; and
- The Tribe shall make reasonable provisions for adequate emergency, fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.

**COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO
AND THE RINCON SAN LUISENO BAND OF MISSION INDIANS FOR ROAD
IMPROVEMENTS ASSOCIATED WITH CASINO DEVELOPMENT**

This Cooperative Agreement (hereinafter "Agreement") is made this 20th day of March 2001, by and between the County of San Diego, ("County") and the Rincon San Luiseno Band of Mission Indians ("Rincon Band").

WHEREAS, Rincon Band has signed a Tribal State Gaming Compact ("Compact") with the State of California that will allow Rincon Band to develop up to two Class III casinos on its tribal lands;

WHEREAS, Rincon Band has tribal lands which are located within the unincorporated area of San Diego County;

WHEREAS, Rincon Band is presently developing a temporary Class III casino on its tribal lands, and will in the future develop a permanent Class III casino on its tribal lands;

WHEREAS, the permanent Class III casino project will consist of the development of approximately 65 gross acres with following elements: A 180,000 square foot casino building with 59,000 square feet of gaming space; a 200 room hotel of approximately 125,000 square feet; and 2,400 parking spaces.

WHEREAS, access to the tribal lands and proposed Indian gaming project is via County-maintained roads located within the unincorporated area of San Diego County;

WHEREAS, Rincon Band has agreed to voluntarily contribute funding toward the improvement of County maintained roads. The County has no other existing program or means by which to obtain funding for the road improvements, and Rincon Band is not obligated to seek the County's approval before constructing its Class III casino project. It is therefore in the County's interest to enter into this Cooperative Agreement so that the County-maintained roads in the vicinity of the Class III casino may be improved;

NOW THEREFORE, the parties agree as follows:

I. FRONTAGE IMPROVEMENTS

1. Rincon Band shall perform actions identified in Exhibit A, attached hereto and incorporated herein by reference, which sets forth improvements needed along Valley Center Road where it has frontage on tribal lands. The improvements shall be made according to current County construction and design standards for road improvements

Cooperative Agreement

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Rincon 

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and to the satisfaction of the County Director of Public Works. These frontage improvements may be summarized as follows:

- a) Provision of right-of-way and improvements including southbound deceleration lane and two-way left turn lane for access for the southerly three driveways to the proposed project.
- b) Provision of right-of-way and improvements including southbound deceleration lane and two-way left turn lane for the most northerly (4th) driveway access to the proposed project.
- c) Installation of a traffic signal at the main driveway to the temporary Class III casino. The schedule for installation will be based on a determination by the County Director of Public Works that traffic volume warrants the installation. The County will provide Rincon Band 180 days advance notice of the requested installation and operation date.
- d) Provision of right-of-way and construction of walkway along frontage and connection to the planned new bridge over the San Luis Rey River. The new bridge is to be constructed under a County Capital Improvement Project. Schedule for construction of the walkway will be deferred until it can be coordinated with the bridge construction project.

2. The total cost to Rincon Band for the aforementioned improvements, based on design specification is estimated to be \$646,100.00. Rincon Band will be responsible for the full cost of the improvements, regardless of the ultimate cost. The improvements (with the exception of the installation of the traffic signal and the walkway, for which no date has been specified), shall be completed within 180 calendar days from the last day of receipt of required permits.

Under Department of Public Works Permit No. C32049 issued February 21, 2001, all of the frontage work will be performed by Rincon Band with the exception of the traffic signal, the walkway, and the 4th (most northerly) driveway and associated southbound deceleration lane. Rincon Band will compensate the County for costs associated with the engineering plan review, inspection and building material testing fees for the frontage improvements identified in this Section I-1a by placing initial deposits of \$12,030.00 for engineering plan review and an initial deposit of \$28,100.00 for inspection and testing. Unanticipated factors arising during engineering plan review and construction such as, but not limited to complexity, unforeseen conditions, and longer work duration may necessitate Rincon Band to augment the initial deposit amounts with additional funds to cover County costs. Rincon Band shall only be responsible to pay County such staff costs as determined by County Director of Public Works that are reasonable and necessary. At the end of all tasks, any excess deposits paid by Rincon Band will be refunded to Rincon Band. County will provide a detailed accounting of actual costs against these monies. For the frontage improvements in Section I.1(b), I.1(c), and I.1(d), Rincon Band agrees to obtain additional permits and provide additional engineering plan review and inspection/material testing deposits.

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3. At Rincon Band's request, together with the payment of an additional deposit if necessary, County will provide additional technical assistance to assist in the completion of the improvements. Any monies paid by Rincon Band per this section that are not used by County to directly offset costs, shall be repaid to Rincon Band.

4. Rincon Band will be responsible for complying with approved plans and specifications and will make any reasonable changes as requested by County staff following construction inspections. Rincon Band hereby gives its permission to County to perform inspections on tribal lands as necessary during construction of road improvements.

5. County will perform a final inspection of road improvements on tribal lands to verify construction according to County approved permits. County agrees to take the frontage road improvements into the County's maintained road system when the improvements are found to be completed and in conformance with the approved permit.

II. OFFSITE IMPROVEMENTS AND/OR CONTRIBUTIONS FOR COUNTY ROADS

6. Programmed Improvements – Valley Center Road

a) Rincon Band agrees to pay \$2,483,730.00 toward the programmed County projects for improvements to Valley Center Road between the Escondido city limits north to and including the intersection at Cole Grade Road. (County Projects UJ1467 and UJ1101) and for signalization of the Valley Center Road/North Lake Wohlford Road intersection. These improvements consist of:

- 1) The addition of 2 lanes between Escondido city limits and the Cole Grade Road intersection.
- 2) Traffic signal at Woods Valley Road and Valley Center Road.
- 3) Intersection improvements at Cole Grade Road and Valley Center Road.
- 4) Traffic signal at the intersection of North Lake Wohlford Road and Valley Center Road.

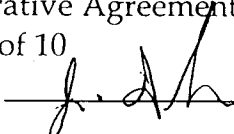
b) County agrees to schedule items identified as (2), (3), and (4) above as early as feasible. County shall negotiate in good faith with the Rincon Band to construct such improvements so as to minimize any disruption of traffic flow to the casino.

c) Payments by Rincon Band for proposed improvements identified in this section shall be made within 45 days of request by Director, Department of Public Works, provided such request conforms with the notice provision of

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Section III-15 of this Agreement. The estimated schedule for payment is \$1,073,649.00 in January, 2002 for improvements on Valley Center Road between Escondido and Woods Valley Road, and \$1,410,081.00 in July, 2002 for all other improvements set forth in this section.

- d) Upon approval by the National Indian Gaming Commission (NIGC) of the management contract between HCAL Corporation and Rincon Band and the issuance of a Finding Of No Significant Impact (FONSI) for the permanent casino project, Rincon Band shall cause to be executed a binding Letter of Credit issued by a financial institution subject to regulation by the state or federal government for the sole benefit of County in the amount of \$2,483,730.00 to secure the obligations identified in this section. At the time County receives payments for the Band's obligations in this section, County will execute reasonable documents necessary to reduce proportionately the amount of the Letter of Credit. The executed Letter of Credit will be provided to County within 10 (ten) days of NIGC approval of the management contract and the issuance of a FONSI for the permanent casino project.

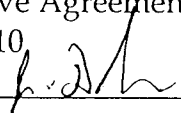
7. Unprogrammed Improvements - Valley Center Road

- a) Rincon Band agrees to pay \$3,860,895.00 toward construction of an unprogrammed County road improvement project to add one lane to Valley Center Road between Rincon Band casino entrance and Cole Grade Road. County will be responsible for any studies, design, environmental review, right-of-way acquisition, and the balance of those construction funds needed in combination with Rincon Band's contribution of \$3,860,895.00 to fund the full construction cost of the project. County shall negotiate in good faith with Rincon Band to construct such improvements so as to minimize any disruption of traffic flow to the casino.
- b) Payment by Rincon Band shall be made within 45 days of request by Director, Department of Public Works, provided such request otherwise conforms with the notice provision of Section III-15 of this Agreement. Such request shall be made at the time County is prepared to bid the construction contract within 90 days. The estimated schedule for payment is January, 2004. County agrees to schedule the improvements to Valley Center Road set forth in this Section II-7 as close to the estimated schedule date as feasible.
- c) In the event the payment to County pursuant to this section becomes due and owing prior to the approval by the NIGC of the management contract between HCAL Corporation and Rincon Band and the issuance of a FONSI for the permanent casino project, such payment shall not become due and owing until such approval has been granted.

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8. Acknowledgement of Additional Impacts

Rincon Band and County acknowledge that in consideration for Rincon Band's contributions to the Valley Center Road improvements identified in No. 7 above, impacts to Valley Center Road north of the Casino, Lake Wohlford Road and Lilac Road, will be mitigated by County sponsored improvement projects.

9. Adjustment of Payments for Inflation.

Payments required under Sections II-6 and II-7 of the Agreement shall be adjusted from the date of this Agreement by applying an adjustment factor based on the increase or decrease in the Engineering News Record Cost of Construction Index published by McGraw-Hill Publishing Company, or any successor thereof. County shall notify Rincon Band of any adjustments at the time of County request for payment. This provision shall not apply to any payments that become due and owing from Rincon Band to County after March 19, 2011.

10. Adjustments to Payments.

In the event that the Board of Supervisors downsizes or withdraws a programmed or unprogrammed road improvement and the construction costs are also reduced, Rincon Band's financial obligation shall be adjusted accordingly. Adjustments for downsizing shall be determined at the time an improvement is ready for construction procurement.

11. Contingency for Non-Approval of Management Contract.

In the event that NIGC disapproves the management contract between HCAL Corporation and Rincon Band, or the submission is withdrawn, Rincon Band shall be responsible for only those provisions set forth in Section I, and Rincon Band and County shall renegotiate government-to-government, in good faith, the provisions set forth in Section II based on the scope of the gaming facility the Rincon Band approves in the place of its existing plans. In the event of a complete cessation of gaming activities in excess of 90 consecutive days, Rincon Band shall only be responsible for those payments for which it has been properly noticed. In the event Rincon Band recommences gaming activities thereafter, Rincon Band and County shall renegotiate government-to-government, in good faith, the provisions set forth in Section II based on the scope of the gaming facility Rincon Band approves in the place of its existing plans.

Cooperative Agreement

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Rincon _____

County _____

12. Reimbursements/credits for contributions from third party sources.

County agrees to reimburse or credit Rincon Band as follows:

- a) In the event that Rincon Band receives funding from state or federal sources, and directs those monies to be paid directly to County, County shall accept 100% of such payment as if it were a payment paid directly by Rincon Band.
- b) In the event County receives funding from the Special Distribution Fund, earmarked for mitigation of off-reservation road impacts resulting from the Rincon Casino, County shall accept 100% of such payment as if it were a payment paid directly by Rincon Band.
- c) In the event County receives funding from the Special Distribution Fund, earmarked for road improvement projects to mitigate off-reservation road impacts from Indian casinos in "North County," a credit shall be made in the name of Rincon Band in an amount calculated by the following formula:

(Total number of gaming devices operated by Rincon Band as of date of funds disbursed to County divided by the number of gaming devices operated by Rincon Band, Pala Band, San Pasqual Band, Pauma Band, La Jolla Band).

- d) In the event County receives funding from the Special Distribution Fund, earmarked for road improvement projects to mitigate off-reservation road impacts from Indian casinos a credit shall be made in the name of Rincon Band in an amount calculated by the following formula:

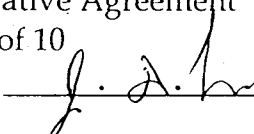
(Total number of gaming devices operated by Rincon Band as of date of funds disbursed to County divided by the number of gaming devices operated on Indian lands as of same date within the external boundaries of County).

- e) In the event County receives funding from the Special Distribution Fund, earmarked only for mitigation of off-reservation impacts other than road improvements, no credit shall be made to Rincon Band under this agreement.
- f) For purposes of calculating the formulas set forth in subsections 12(c) and 12(d) above, in the event County is unable to verify the number of devices, it shall be assumed that each gaming tribe operating within San Diego County is operating an equal number of devices.
- g) If during the course of negotiation of all foreseeable agreements with other gaming tribes operating within San Diego County, County notifies Rincon Band that the agreements, collectively, are inconsistent, burdensome or unfair, Rincon Band and County shall renegotiate government-to-government, in good faith, the provisions set forth in this Section II-12.

Cooperative Agreement

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Rincon

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County

- h) Where County is responsible for the balance of project costs beyond the amounts to be paid by Rincon Band under this Agreement, County will rely upon and will obtain those funds from typical County capital project funding sources such as contributions from new development projects, Federal Highway Administration (FHWA), TRANSNET, Gas Tax. Rincon Band will receive no credit for such funding.
- i) County shall use best efforts to secure funds from the Special Distribution Fund for road improvements needed to mitigate off-reservation impacts of the Rincon Casino.
- j) Any credits towards Rincon Band's obligations pursuant to this section shall be treated as the next payments in time to be paid by Rincon Band. If such payments are made toward the programmed improvements to Valley Center Road, County agrees to execute documents necessary to reduce equal amounts committed to a binding Letter of Credit.
- k) In the event funds identified in Section II-12 (a-d) are received by the County after payments from Rincon Band have already been paid to the County, the County shall reimburse Rincon Band within 30 days from receipt of such funds if mutually agreed.

III. MISCELLANEOUS

13. Other Studies

County will be responsible for the preparation of any studies, environmental review, right-of-way acquisition, and construction needed to complete the offsite road improvements as identified in this Agreement. Rincon Band's contributions for road improvements include the costs of studies, environmental review, right of way acquisition and construction.

14. Tribal-State Compact

County and Rincon Band agree that Rincon Band's contributions to County pursuant to this Agreement are not exactions or fees imposed as a condition of development, and therefore are not subject to the Mitigation Fee Act (California Government Code Section 66000 and following). County and Rincon Band agree that Class III gaming facilities on reservation land are regulated by the Compact and that the County has no permitting authority over the construction of the casino. The voluntary contributions contemplated by this Agreement are being made by Rincon Band pursuant to Section 10.8 of the Compact.

Cooperative Agreement

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Rincon J. A. [Signature]

County _____

15. Notices

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested to the principal offices of the County and Rincon Band. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to Rincon Band: Rincon Business Committee
Rincon San Luiseno Band of Mission Indians
One West Tribal Road
Valley Center CA 92082

Notice to County: County of San Diego
5555 Overland Avenue Ave., Bldg. 2, Room 156
San Diego, CA 92123-1295
Attn: Director of Public Works

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time to time designate by mail as provided in this section. A party may change its address by giving notice in writing to other Party and thereafter notices shall be delivered or sent to such new address.

16. Applicable Laws

This Agreement shall be construed and enforced in accordance with the laws of the United States and the State of California.

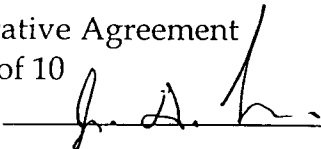
17. Consent To Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion Of Tribal Remedies.

a) Rincon Band grants a limited waiver of sovereign immunity from suit exclusively to County, and to no other entity or person, for the sole purpose of enforcing this Agreement. For this limited purpose, Rincon Band (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the federal courts of the United States, or in the event the federal courts refuse to hear such case for lack of jurisdiction, the State courts of the State of California (including any courts to which appeals there from are available); (ii) waives its sovereign immunity in any such suit, action or legal proceeding by County for money damages, specific performance, injunctive relief and/or declaratory relief for Rincon Band's breach of this Agreement. Rincon Band does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies. In no

Cooperative Agreement

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Rincon



County



instance shall any enforcement of any kind whatsoever be allowed against any assets of Rincon Band other than the limited assets of the revenue stream of the Rincon Casino and physical assets of the Rincon Casino. Specifically, this waiver shall not extend to any other accounts of Rincon Band, the source of which includes distributions from accounts directly related to the Rincon Casino, so long as such distributions are in the ordinary course of business when the Agreement is not in default and are not done for the purpose of frustrating the County's remedies hereunder. Rincon Band does not waive the defense of sovereign immunity with respect to any action by third parties, or extend its waiver to reach any assets of Rincon Band other than those specifically set forth herein.

b) County acknowledges that Rincon Band may bring an action in the State Courts of California to enforce the terms of this agreement as against San Diego County for money damages, specific performance, injunctive relief and/or declaratory relief for County's breach of this Agreement. County acknowledges that State Courts with proper venue have jurisdiction to hear such disputes. For purposes of the Agreement, County waives any immunity it may have from suits to enforce the provisions of the Agreement.

18. Entire Agreement, Waivers

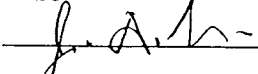
This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the County or of Rincon Band.

19. Amendments

This Agreement may be amended by mutual written agreement of the Parties duly executed by the lawfully authorized officers or officials of each party.

Cooperative Agreement

Page 9 of 10

Rincon  _____

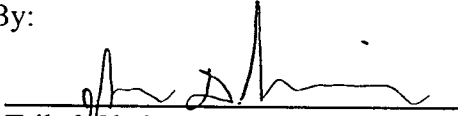
County _____

IN WITNESS WHEREOF, the Agreement has been executed by the Parties as of the day and year first set forth above,

TRIBE:

RINCON SAN LUISENO BAND OF
MISSION INDIANS, a federally
recognized Indian Tribe

By:



Tribal Chairman

COUNTY:

COUNTY OF SAN DIEGO,
a political subdivision of the State of
California

By:

Clerk of the Board of Supervisors

Cooperative Agreement

Page 10 of 10

Rincon

County

APPROVED AND FORWARDED AND LEGALLY
COUNTY CLERK

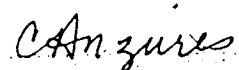


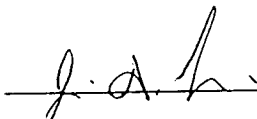
EXHIBIT A

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE RINCON SAN LUISENO BAND OF MISSION INDIANS FOR ROAD IMPROVEMENTS ASSOCIATED WITH CASINO DEVELOPMENT

FRONTAGE ROAD IMPROVEMENTS

1. Grant right-of-way for public highway along the project frontage to complete a forty-eight foot (48') half width, plus slope and drainage easements, from the centerline of Valley Center Road (C.E. Route SF 639).
2. Apply to the County Traffic Advisory Committee (TAC) for a parking prohibition along the West side of the project frontage on Valley Center Road (CE Route SF639).
3. To process the necessary right-of-way dedication documents, provide a Lot Book Report not less than three months old showing all Deeds of Trust, a Grant Deed, and a \$400.00 deposit for document processing fees to the County Department of General Services, Real Property Division. The Real Property Division can be reached at (858) 694-2297.
4. Allow transfer of the property into Zone A of the San Diego County Street Lighting District without notice or hearing and pay the cost to process such transfer. Contact Special Districts at 858 571-4258.
5. Construct roadway improvements on Valley Center Road (C.E. Route SF 639) along the project frontage. These improvements shall include the following:
 - a) Installation of asphalt concrete dike, driveway(s), disintegrated granite walkway and asphalt concrete pavement over approved base, to the satisfaction of the Director of Public Works. The face of dike and curb returns shall be thirty-eight feet (38') from centerline.
 - b) Provide a two-way left turn lane on Valley Center Road (C.E. Route SF 639) to the satisfaction of the Director of Public Works.
 - c) Design an asphaltic concrete raised island within the most southerly and northerly project driveway(s) for right-in/right-out ingress/egress movements only and provide right-in/right-out only signs to the satisfaction of the Director of Public Works. Left turning movements

Rincon



1

County

into the most southerly and northerly project driveway from Valley Center Road shall not be allowed.

d) Install a traffic signal at the ultimate location of the intersection of the project's main driveway entrance (2nd driveway north of the most southerly driveway) and Valley Center Road (C.E. Route SF 639) to the satisfaction of the Director of Public Works.

e) Provide a minimum twelve-foot (12') striped acceleration lane, and a taper transition from the most southerly driveway to the existing edge of pavement to the satisfaction of the Director of Public Works.

f) Provide a minimum twelve foot (12') striped deceleration lane at the proposed project's most southerly driveway to the satisfaction of the Director of Public Works.

g) Provide a minimum twelve foot (12') striped acceleration lane and deceleration lane at the proposed project's driveway entrance (3d driveway north of the most southerly driveway) to the satisfaction of the Director of Public Works.

h) Provide a minimum twelve foot (12') striped acceleration lane at the proposed project's driveway entrance (4th driveway north of the most southerly driveway) to the satisfaction of the Director of Public Works.

i) Construct two hundred foot (200') long deceleration lane, plus a two hundred fifty (250') tapered transition, at the proposed project driveway (4th driveway north of the most southerly driveway) to the satisfaction of the Director of Public Works.

j) Additional improvements upon further review may include drainage improvements and traffic striping to the satisfaction of the Director of Public Works. This will be satisfied upon completion and approval of Improvement Plans.

6. Provide a detailed design and striping/signage plan for Valley Center Road (C.E. Route SF 639) to the satisfaction of the Director of Public Works.

7. A registered civil engineer, a registered traffic engineer, or a licensed land surveyor shall provide a signed statement that: "Physically, there is a minimum of six hundred feet (600') of unobstructed sight distance in both directions from all the proposed driveway(s) along Valley Center Road (C.E. Route SF 639) per the Design Standards of Section 6.1.E of the County of San Diego Public Road Standards (approved July 14, 1999)". If the lines of sight fall within the existing public road right-of-way, the engineer or surveyor

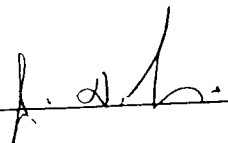
Rincon

County

shall further certify: "Said lines of sight fall within the existing right-of-way and a clear space easement is not required".

8. A registered civil engineer, a registered traffic engineer, or a licensed land surveyor shall certify that the sight distance of adjacent driveways and street openings within six hundred feet (600) beyond all improvements along Valley Center Road (C.E. Route SF 639), will not be adversely affected by this project.
9. Coordinate improvements along Valley Center Road (C.E. Route SF 639) at the project frontage relative to the construction of the Valley Center Bridge (over San Luis Rey River) with the Department of Public Works, Capital Improvement Projects Section 858 694-2343.
10. Submit a letter from the Rincon San Luiseno Band of Mission Indians outlining all arrangements to enforce the Band's Ordinance No. 94-06 relative to protecting open range cattle and the motoring public safety on Valley Center Road (C.E. Route SF 639).
11. Submit a traffic control plan to Department of Public Works Traffic Section and apply for a traffic control permit from the Department of Public Works at 858 874-4025.
12. Regional Water Quality Control Board programs limit pollutant discharges into storm water. Provide a Storm Water Quality Management Plan for the site showing all proposed Best Management Practices (BMPs). Note: Discharge of roof drains and parking lots directly into storm drains is discouraged. Use of grass-lined strips for "treating" runoff prior to discharge is a better storm water quality BMP.
13. To construct roadway improvements within the right-of-way, execute the following procedures:
 - a) Engage a registered civil engineer to prepare the roadway improvement plans (curb grade drawing).
 - b) Submit six blue line copies of the curb grade drawing, an engineer's estimate of cost for the roadway improvements, and plan checking deposit to the Department of Public Works, Grading and Improvements Counter, 5201 Ruffin Road, San Diego, CA 92123.
 - c) Execute a Secured Agreement, to include all improvements, with the County of San Diego to assure the construction of roadway improvements.

Rincon



County

- d) Obtain an instrument of credit, letter of credit, or make a cash deposit to the County of San Diego in the amount determined by this department as necessary to secure the roadway improvements. This amount can only be determined after receiving Rincon Band's engineer's cost estimate and completion of County field check.

14. In addition to the foregoing, a typical Construction Permit cannot be issued by the Department of Public Works, until the following requirements are met:

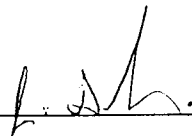
- a) Obtain an approved curb grade drawing and engineer's cost estimate from the Department of Public Works.
- b) Sign the right-of-way dedication documents.
- c) Sign the Secured Agreement.
- d) Pay the necessary construction inspection deposits as determined by the Department of Public Works.

15. Before any security will be released by the Director of Public Works, Rincon Band will be required to:

- a. Complete all required improvements to the satisfaction of the Director of Public Works.
- b. Complete all required items to the satisfaction of the Director of Public Works.
- c. Notify the Department of Public Works Traffic Section at 858 874-4030 when the traffic signal at the project's main driveway entrance (2nd north of the most southerly driveway) and Valley Center Road (C.E. Route SF 639) has been activated.
- d. Pay off any and all project deficits.

16. Department of Public Works policy prohibits trench cuts for undergrounding of utilities in all new, reconstructed, or resurfaced paved County-maintained roads for a period of three years following project surface application. Therefore, notify all adjacent property owners who may be affected by this policy and are considering development of applicable properties. The owners of this project will be required to sign a statement that they are aware of the County of San Diego, Department of Public Works, Pavement Cut Policy and that they have contacted all adjacent property owners and solicited their participation in the extension of utilities.

Rincon



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County



COUNTY OF SAN DIEGO

AGENDA ITEM

BOARD OF SUPERVISORS

GREG COX
First District

DIANNE JACOB
Second District

PAM SLATER
Third District

RON ROBERTS
Fourth District

BILL HORN
Fifth District

DATE: June 19, 2001

TO: Board of Supervisors

SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF
MISSION INDIANS FOR CASINO-RELATED ROAD IMPROVEMENTS
(District: 5)

SUMMARY:

Overview

Several San Diego County Indian Bands have signed Tribal State Gaming Compacts with Governor Gray Davis, which allow them to build up to two Class III casinos on their reservations. The casinos will have significant impacts on County roads; therefore the County intends to work with each of the Gaming Tribes to develop agreements to ensure that impacts are adequately mitigated. The Agreement before the Board today is the second of what staff hopes will be negotiated with each of the Gaming Tribes whose projects impact County resources and infrastructure.

The San Pasqual Band of Mission Indians is one of the 12 Bands in the county that have signed a Tribal State Gaming Compact. San Pasqual reservation is located in the unincorporated area of North San Diego County in the vicinity of the community of Valley Center. San Pasqual Band opened their interim casino on April 18, 2001 and plans to begin construction of their permanent casino later this year. Access to San Pasqual Band's gaming projects is via Lake Wohlford Road, which is within the County maintained system and partly within the City of Escondido (Escondido). San Pasqual Band has no obligation to seek County approval before constructing casinos, however, recognizing that its casino projects have significant impacts on Lake Wohlford Road, the Band initiated the drafting of an agreement to voluntarily contribute funding toward Lake Wohlford Road improvements both in the County and in Escondido.

This is a request to approve a Cooperative Agreement (Agreement) with San Pasqual Band, where San Pasqual Band will contribute \$6,149,349 for frontage and offsite improvements to Lake Wohlford Road to mitigate impacts from its casino traffic. Of this amount, \$807,905 is for frontage improvements in the County, \$4,418,000 is for offsite improvements in the County, and \$923,444 is for offsite improvements in Escondido. This is the second such agreement entered into with a tribal band of

**SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)**

Indians, with the Rincon Band agreement approved March 20, 2001 (12) being the first.

Recommendation(s)

CHIEF ADMINISTRATIVE OFFICER

1. Find the following action is not subject to California Environmental Quality Act (CEQA) review under Section 15601(b)(1) of CEQA Guidelines because it is not a project as defined in Section 15378.
2. Approve and authorize the Clerk of the Board of Supervisors to execute four copies of a Cooperative Agreement between the County of San Diego and San Pasqual Band of Mission Indians for Road Improvements Associated with Casino Development.
3. Authorize the Director, Department of Public Works, to receive, file and execute any documents necessary to administer this Agreement.

Fiscal Impact

Funds for this request will be budgeted over the next two years, beginning in FY 01-02. Funding source will be San Pasqual Band of Mission Indian contributions (\$5,341,444). Not included in this total are San Pasqual Band frontage improvements along Lake Wohlford Road, which will be contracted and funded entirely by San Pasqual (\$807,905) with no County cost or revenue. Approximate FY 2001-02 year cost and revenue will be \$1,350,000. Approximate FY 2002-03 cost and revenue will be \$3,991,444. No additional staff years will be required.

Business Impact Statement

N/A

Advisory Board Statement

N/A

BACKGROUND:

Road improvements associated with casino development at San Pasqual Band are extensive, including frontage and off-site projects that will mitigate impacts of San Pasqual Band's casino traffic.

Proposed improvements were determined taking into consideration present traffic levels, estimated casino traffic and the cumulative effect of other development projects. Estimated costs to mitigate casino traffic impacts were based on several factors, including projected casino related traffic volumes, type and scope of improvement necessary, incremental road capacity of future road improvements, and estimated cost per mile of road.

**SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)**

The following summarizes the road improvements covered by this Agreement, and San Pasqual Band contributions:

San Pasqual Band Frontage Improvements to Lake Wohlford Road

Under the Agreement, San Pasqual Band will perform improvements along Lake Wohlford Road where it has frontage on tribal land. San Pasqual will provide a traffic study, proposed design and permit application to the County. Improvements may include a traffic signal, turn lanes, road widening, acceleration and deceleration lanes, sight distance improvements, signage and road striping, and associated right-of-way. These improvements are anticipated to cost approximately \$807,905. San Pasqual Band will be responsible, however, for full cost of these improvements, regardless of cost. San Pasqual Band has already completed most of these improvements.

Offsite Improvements and Contributions for County and Escondido Roads

San Pasqual Band agrees to pay \$5,341,444 toward improvements to Lake Wohlford Road from the intersection of Lake Wohlford Road with Valley Center Road in Escondido to the intersection of Lake Wohlford Road with Woods Valley Road in the unincorporated County. Improvements may include turnouts, passing lanes, curve straightening, guardrail, bike lanes, shoulder widening, pavement markings and signage, sight distance improvements, and intersection improvements. The following chart shows estimated costs associated with these improvements.

	Estimated Cost (In County)	Estimated Cost (In Escondido)	Estimated Payment Date
Preliminary study	\$124,000	\$26,000	July 1, 2001
Near-term improvements	\$414,000	\$86,000	January 1, 2002
Design, environmental and right-of-way for long-term improvements	\$580,000	\$120,000	January 1, 2002
Construction of long-term improvements	\$3,300,000	\$691,444	January 1, 2003
Subtotal	\$4,418,000	\$923,444	
Total	\$5,341,444		

Agreement Terms

The Agreement with San Pasqual Band provides for contributions outlined above, which were determined by staff to be necessary to mitigate traffic impacts resulting from the casino projects. It includes County protection in a limited waiver of sovereign immunity and a letter of credit or bond from San Pasqual Band. Because contribution amounts are based on today's costs of construction, the Agreement provides for payments to be adjusted for inflation based on the Engineering News Record Cost of Construction Index published by McGraw-Hill Publishing Company from the date of this Agreement to the payment date. The Agreement also contains a provision to allow San Pasqual Band to perform offsite improvements through San Pasqual Band

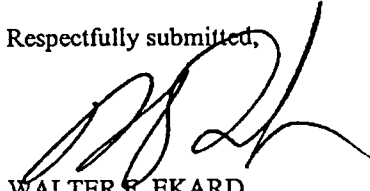
**SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)**

consultants and contractors, similar to how frontage improvements are performed, subject to prior approval of San Pasqual Band's specific proposal by the Director, DPW.

Environmental Statement

This action is not a project as defined in Section 15378 of CEQA guidelines, and is therefore exempt from CEQA review under Section 15061(b)(3) of CEQA Guidelines. The Agreement describes the method by which future road improvements will be funded and reviewed by the Department of Public Works. When such road projects are submitted for preliminary design engineering, all required environmental documents will be prepared in accordance with CEQA and State and County CEQA Guidelines.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Ekard', is written over the typed name.

WALTER F. EKARD
Chief Administrative Officer

Robert R. Copper
Deputy Chief
Administrative Officer

**SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)**

ATTACHMENT

Graphic of roads in vicinity of San Pasqual Reservation

cc: San Pasqual Management Committee, San Pasqual Band of Indians, P.O. Box 2379,
Valley Center, CA 92082
Christine Nagel, National Indian Gaming Commission, 1441 L Street, NW 9th Floor,
Washington, D.C. 20005
Greg Bergfeld, NIGC Regional Chief, 501 "T" Street, Suite 12400, Sacramento, CA
95814
Virgil Townsend, Superintendent, United States Department of the Interior, Bureau of
Indian Affairs, 2038 Iowa Avenue, Suite 101, Riverside, CA 92507-2471
U.S. Department of the Interior, Bureau of Indian Affairs, Pacific Region, 2800 Cottage
Way, Room W-2550, Sacramento, CA 95825-1846
Kathleen Gnekow, Esq., Deputy Attorney General, Indian Gaming Section, 1300 "T"
Street, P.O. Box 944255, Sacramento, CA 94244-2550
Harlan Goodson, Director, California Division of Gambling Control, 1300 "T" Street,
Sacramento, CA 95814
California Gambling Control Commission, P.O. Box 526013, Sacramento, CA 95852-
6013
U.S. Senator Dianne Feinstein, 331 Hart Senate Office Building, Washington, DC 20510-
0504
U.S. Senator Barbara Boxer, 112 Hart Senate Office Building, Washington, DC 20510-
0505
Gray Davis, Governor State Of California, State Capitol Building, Sacramento Ca 95814
David Rosenberg, Governor Special Assistant, Local Government Affairs, State Capitol
Building, Sacramento Ca 95814
U.S. Representative Darrel Issa, 48th District, 1725 Longworth House Office Bldg,
Washington, DC 20515-0549
Senator Ray Haynes, 36th District, P.O. Box 942848, Sacramento, CA 94248-0001
Assembly Member Dennis Hollingsworth, 66th District, P.O. Box 942849, Sacramento,
CA 94249-0001
Cheryl Schmit, Stand Up For California, P.O. Box 355, Penryn, CA 95663
Chet Barfield, San Diego Union Tribune, P.O. Box 120191, San Diego, CA 92112-0191
Edward Sifuentes, North County Times, 207 E. Pennsylvania Ave., Escondido, CA
92025
Larry Glavinic, Valley Center Planning Group, P.O. Box 127, Valley Center,
CA 92082
Claudia Anzures, Esq., M.S. A12
Joseph M. DeStefano II, Department of Planning and Land Use, M.S. O650
Bob Goralka, Department of Public Works, M.S. O336
Marilyn Buck, Strategy & Intergovernmental Affairs, M.S. A247

SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)

AGENDA ITEM INFORMATION SHEET

CONCURRENCE(S)

COUNTY COUNSEL REVIEW	<input checked="" type="checkbox"/> Yes	
Written disclosure per County Charter §1000.1 required?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
GROUP/AGENCY FINANCE DIRECTOR	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
CHIEF FINANCIAL OFFICER	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
Requires Four Votes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
GROUP/AGENCY INFORMATION TECHNOLOGY DIRECTOR	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
CHIEF TECHNOLOGY OFFICER	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
DEPARTMENT OF HUMAN RESOURCES	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A

Other Concurrence(s): N/A

ORIGINATING DEPARTMENT: Public Works

CONTACT PERSON(S):

John Snyder

Name

(858) 694-2233

Phone

(858) 268-0461

Fax

O332

Mail Station

Jsnydepw@co.san-diego.ca.us

E-mail

Donna Kremer

Name

(858) 505-6470

Phone

(858) 268-0461

Fax

O332

Mail Station

Dkremepw@co.san-diego.ca.us

E-mail

AUTHORIZED REPRESENTATIVE:

JOHN L. SNYDER, Director

SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)

AGENDA ITEM INFORMATION SHEET
(continued)

PREVIOUS RELEVANT BOARD ACTIONS:

March 20, 2001 (12), Approved a cooperative agreement with Rincon San Luiseno Band of Mission Indians for casino-related road improvements.

BOARD POLICIES APPLICABLE:

N/A

BOARD POLICY STATEMENTS:

N/A

CONTRACT NUMBER(S):

N/A

SUBJECT: COOPERATIVE AGREEMENT WITH SAN PASQUAL BAND OF INDIANS
FOR CASINO-RELATED ROAD IMPROVEMENTS (District: 5)

FISCAL IMPACT STATEMENT

DEPARTMENT: Public Works

PROGRAM: Engineering Services

PROPOSAL: Agreement with San Pasqual Band of Indians for Casino Related Road Improvements

	FUTURE YEARS ESTIMATED BUDGET OF PROPOSAL IF ADOPTED				
	(a) Budgeted Amount For Proposal	(b) Proposed Change in Budgeted Amount	(c) Proposed Revised Current Year Budget (a+b)	(d) 1st Subsequent Year	(e) 2nd Subsequent Year
Direct Cost	\$0	\$0	\$0	\$1,350,000	\$3,991,444
Revenue/Other Offset	\$0	\$0	\$0	\$1,350,000	\$3,991,444
NET GENERAL FUND COST	\$0	\$0	\$0	\$0	\$0
Staff Years					

Sources of Revenue/Other Offset for Proposed Change and Subsequent Years:

San Pasqual Band Contributions	\$1,350,000	\$3,991,444
--------------------------------	-------------	-------------

Space-Related Impacts: Will this proposal result in any additional space requirements? ☐ Yes ☒ N/A

Support/Other Departmental Impacts: ☐ Yes ☒ N/A

Remarks: ☒ Yes ☐ N/A

The above chart reflects anticipated revenues from San Pasqual Band being contributed toward Department of Public Works Capital Improvement Projects (per attachment). Approval of Agreement will result in cost and revenue for FY 2001-02 (\$1,350,000) and FY 2002-03 (\$3,991,444).

There will be no impact to the County General Fund as a result of these actions.

SAN PASQUAL BAND OF MISSION INDIANS

Business Committee Resolution No. SP060501-01

WHEREAS, the San Pasqual Band of Mission Indians is a federally recognized Indian tribe; and

WHEREAS, the San Pasqual Band has entered into a Tribal-State Compact with the State of California; and

WHEREAS, the San Pasqual Band has adopted an Off-Reservation Environmental Impacts Ordinance; and

WHEREAS, the San Pasqual General Council has approved the planning, financing, construction and operation of a temporary and a permanent casino on the San Pasqual Indian Reservation; and

WHEREAS, the San Pasqual Band and the County of San Diego have negotiated a Cooperative Agreement relating to road improvements associated with the development of the San Pasqual casinos.

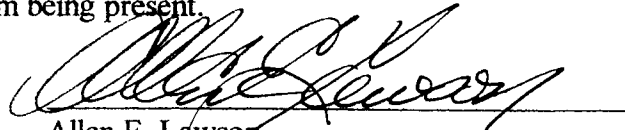
NOW THEREFORE, BE IT RESOLVED by the San Pasqual Business Committee that:

1) the Cooperative Agreement Between the County of San Diego and the San Pasqual Band of Mission Indians For Road Improvements Associated With Casino Development is hereby approved; and

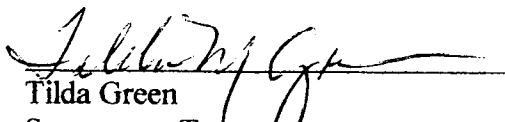
2) the Tribal Spokesman and Secretary-Treasurer are hereby authorized to execute the agreement on behalf of the San Pasqual Band of Mission Indians.

CERTIFICATION

The foregoing Resolution was duly adopted by the San Pasqual Business Committee at a Special Meeting held on 6-5-01, 2001 by a vote of 4 for, 0 against, 0 abstaining, a quorum being present.


Allen E. Lawson,
Spokesman

Attest:


Tilda Green
Secretary - Treasurer

**COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO
AND THE SAN PASQUAL BAND OF MISSION INDIANS FOR ROAD
IMPROVEMENTS ASSOCIATED WITH CASINO DEVELOPMENT**

This Cooperative Agreement (hereinafter "Agreement") is made this 19th day of June 2001, by and between the County of San Diego, ("County") and the San Pasqual Band of Mission Indians ("San Pasqual Band").

WHEREAS, San Pasqual Band has signed a Tribal State Gaming Compact ("Compact") with the State of California that will allow San Pasqual Band to develop up to two Class III casinos on its tribal lands; and

WHEREAS, San Pasqual Band has tribal lands which are located within the unincorporated area of San Diego County; and

WHEREAS, San Pasqual Band has developed a temporary Class III casino on its tribal lands, and will in the future develop a permanent Class III casino on its tribal lands; and

WHEREAS, the permanent Class III casino project as currently planned will consist of the development of approximately 55 gross acres with following elements: A 347,000 square foot casino building with 68,600 square feet of gaming space; a 238 room hotel of approximately 125,000 square feet; and 2,400 parking spaces; and

WHEREAS, access to the tribal lands and proposed and existing San Pasqual Band gaming facilities is via County-maintained and City of Escondido (Escondido) maintained roads located within the unincorporated area of San Diego County and Escondido; and

WHEREAS, under its Compact, the San Pasqual Band has adopted an "Off-Reservation Environmental Impacts Ordinance" which requires an environmental analysis of potential off-reservation impacts caused by casino construction projects and good faith efforts to mitigate such off-reservation impacts; and

WHEREAS, the San Pasqual Band has completed the required environmental analyses with respect to its temporary and permanent casino projects; and

WHEREAS, the County offered substantial comments during the development of those environmental analyses; and

WHEREAS, the most significant of the off-reservation impacts identified by those analyses were certain off-reservation traffic impacts on certain County-maintained roads and certain Escondido-maintained roads; and

Cooperative Agreement

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WHEREAS, in an effort to work cooperatively with the County in order to effectively mitigate off-reservation environmental impacts of its casino projects, the San Pasqual Band has agreed to voluntarily contribute funding toward the improvement of such County maintained roads and Escondido maintained roads. The County and Escondido have no other existing program or means by which to obtain funding for the road improvements, and San Pasqual Band is not obligated to seek the County's or Escondido's approval before constructing its Class III casino project. It is therefore in the County's interest to enter into this Cooperative Agreement so that the County-maintained and Escondido-maintained roads in the vicinity of the Class III casino may be improved so as to benefit the County, Escondido and the San Pasqual Band; and

WHEREAS, by its execution of this Agreement, the County acknowledges the San Pasqual Band's compliance with its obligations to mitigate impacts to County-maintained roads and Escondido-maintained roads under the environmental impacts provision of the Compact;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. FRONTAGE IMPROVEMENTS

1. Temporary Casino:

For the temporary casino, San Pasqual Band will provide frontage improvements at the intersection of Lake Wohlford Road and Nyemi Pass Road, per County Department of Public Works Permit No. C32084 issued March 29, 2001. The estimated cost of the improvements is \$135,761. San Pasqual Band has compensated the County for costs associated with the engineering plan review, inspection, building material testing fees, and permit processing at an estimated cost of \$22,144.

2. Permanent Casino:

Prior to opening the permanent casino, San Pasqual Band shall provide improvements needed along Lake Wohlford Road where it has frontage on tribally owned lands in the vicinity of the driveway. The improvements shall be made according to current County construction and design standards for road improvements and to the satisfaction of the County Director of Public Works. Frontage improvements needed may include a traffic signal, turn lanes, road widening, acceleration and deceleration lanes, sight distance improvements, signage and road striping, drainage improvements, and associated right-of-way.

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- a) To determine the needed frontage improvements, San Pasqual Band will provide a traffic study, a proposed design, and a permit application to the County. Prior to initiating the traffic study and design, San Pasqual Band and County Department of Public Works (DPW) will meet to review County permit procedures and road standard requirements.
- b) Once DPW has found the traffic study and design satisfactory, DPW will issue necessary permits to allow construction of the improvements.
- c) If a traffic signal is required, schedule for installation will be based on a determination by the County Director of Public Works that traffic volume warrants the installation. The County will provide San Pasqual Band 180 days advance notice of the requested installation and operation date.
- d) The total cost to San Pasqual Band for the aforementioned improvements is estimated to be \$650,000. San Pasqual Band will be responsible for the full cost of the improvements, regardless of the ultimate cost.
- e) San Pasqual Band will provide deposits to compensate the County for costs associated with review of traffic study and design submission, permit processing, inspection, and building material testing fees for the frontage improvements, at the County's usual and customary rates. San Pasqual Band will only be responsible to pay County such staff costs as determined by County Director of Public Works are reasonable and necessary. At the end of all tasks, any excess deposits paid by San Pasqual Band will be refunded to San Pasqual Band. County will provide a detailed accounting of actual costs against these monies.

3. At San Pasqual Band's request, together with payment of an additional deposit if necessary, the County will provide additional technical assistance to assist in completion of the improvements. Any monies paid by San Pasqual Band per this section that are not used by County to directly offset costs shall be promptly repaid to San Pasqual Band.

4. San Pasqual Band will be responsible for complying with approved plans and specifications and will make any reasonable changes as requested by County staff following construction inspections. San Pasqual Band hereby gives its permission to County to perform inspections on tribal lands as necessary during construction of frontage road improvements.

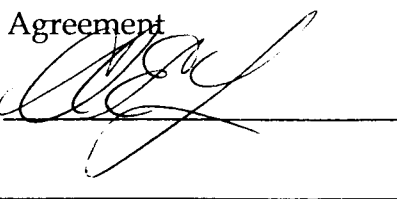
5. County will perform a final inspection of road improvements on tribal lands to verify construction according to County approved permits. County agrees to take the frontage road improvements into the County's maintained road system when the improvements are found to be completed and in conformance with the approved permit.

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II. OFFSITE IMPROVEMENTS AND/OR CONTRIBUTIONS FOR COUNTY AND ESCONDIDO ROADS

6. Agreed Improvements and Payments:

- a) San Pasqual Band agrees to pay a total of \$5,341,444 towards improvements to Lake Wohlford Road from the intersection of Lake Wohlford Road with Valley Center Road in Escondido, to the intersection of Lake Wohlford Road with Woods Valley Road in the unincorporated County. Of this amount, San Pasqual Band agrees to pay \$4,418,000 towards improvements to County-maintained portions of Lake Wohlford Road and \$923,444 towards improvements to Escondido-maintained portions of Lake Wohlford Road. Improvements will consist of operational improvements and may include construction of turnouts, passing lanes, curve straightening, intersection improvements, guardrail, bike lanes, shoulder widening, pavement markings and signage, drainage improvements and sight distance improvements.

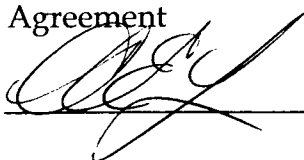
County will have lead responsibility to coordinate planning, design, environmental studies, and construction of the improvements. Upon approval of this agreement, County will pursue a separate agreement with Escondido regarding the improvements to Escondido-maintained portions of Lake Wohlford Road.

- b) To identify the most desirable mix of improvements, a Preliminary Study will be performed to identify improvement alternatives, environmental constraints, and costs. San Pasqual Band may provide recommendations and County and Escondido will decide improvements to be performed.
- c) The decided scope of improvements will then be segregated into those that can be readily performed (Near-Term Improvements) and those that require extensive design, environmental studies, or right-of-way acquisition (Long-Term Improvements).
- d) Payments for improvements to Lake Wohlford Road shall be considered to be two separate projects, one for improvements in the County portion of Lake Wohlford Road (\$4,418,000), and one for improvements in the Escondido portion of Lake Wohlford Road (\$923,444). These amounts are before adjusting for inflation per Section II-8. Payments associated with one of these two projects cannot be used for the other project.

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- e) Of the total contribution amount of \$5,341,444, it is estimated that costs and the schedule of required payments will be as follows:

	<u>Est Cost</u> <u>(In County)</u>	<u>Est Cost</u> <u>(In Escondido)</u>	<u>Est Date Due</u>
Preliminary Study	\$124,000	\$26,000	7/1/01
Near-Term Improvements	\$414,000	\$86,000	1/1/02
Design, Environmental, Right-of-Way for Long-Term Improvements	\$580,000	\$120,000	1/1/02
Long-Term Improvements, Construction	<u>\$3,300,000</u>	<u>\$691,444</u>	1/1/03
Subtotal	\$4,418,000	\$923,444	
Total		\$5,341,444	

- f) County agrees to schedule work as early as feasible. County shall negotiate in good faith with the San Pasqual Band to construct such improvements so as to minimize any disruption of traffic flow to the casino.
- g) Payments by San Pasqual Band for the items listed in Section II-6 (e) shall be made within 45 days of request by Director, Department of Public Works, provided such request otherwise conforms with the notice provision of Section III-14 of this Agreement. For construction of the Long-Term Improvements, such request shall be made 90 days prior to the County bidding the construction contract.
- h) Upon issuance by the National Indian Gaming Commission (NIGC) of a Finding Of No Significant Impact (FONSI) for the permanent casino project, San Pasqual Band shall cause to be executed a binding Letter of Credit issued by a financial institution subject to regulation by the state or federal government for the sole benefit of County in the amount of \$1,350,000.00 or other form of security reasonably acceptable to the County, to secure the obligations identified in this section. At the time County receives payments for the Band's obligations in this section, County will execute reasonable documents necessary to reduce proportionately the amount of the Letter of Credit or other instrument. The executed Letter of Credit or other instrument will be provided to County within 30 (thirty) days after NIGC approval of the management contract and the issuance of a FONSI for the permanent casino project.
- i) In the event the payment to County pursuant to this section becomes due and owing prior to the approval by the NIGC of a FONSI for the permanent casino project, such payment shall not become due and owing until such approval has been granted.

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- j) The San Pasqual Band shall have the right to utilize San Pasqual Band consultants and contractors for any portion of studies, design, and construction of offsite improvements referenced in Section II of this agreement, provided that the proposal is approved by the Director, DPW. The proposal shall include provisions to accomplish the work, County review procedures, County inspection and acceptance of improvements, necessary permits, and a proposed schedule. Director, DPW approval must be obtained prior to San Pasqual Band proceeding with any work associated with offsite improvements.

7. Acknowledgement of Additional Impacts

San Pasqual Band and County acknowledge that in consideration for San Pasqual Band's contributions to Lake Wohlford Road improvements identified in this section, any additional road impacts will be mitigated solely by County sponsored improvement projects at no additional cost to San Pasqual Band.

8. Adjustment of Payments for Inflation.

Payments required in Part II, Section 6 of this Agreement shall be adjusted from the date of this Agreement by applying an adjustment factor based on the increase or decrease in the Engineering News Record Cost of Construction Index published by McGraw-Hill Publishing Company, or any successor thereof. County shall notify San Pasqual Band of any adjustments at the time of County request for payment. This provision shall not apply to any payments that become due and owing from San Pasqual Band to County after June 19, 2011.

9. Adjustments to Payments.

In the event that County or Escondido downsizes or withdraws their respective Lake Wohlford road improvement project and the construction costs are also reduced, San Pasqual Band's financial obligation shall be adjusted proportionately. Adjustments for downsizing shall be determined at the time an improvement is ready for construction procurement.

In the event that size of the Permanent Casino gaming area or the number of hotel rooms is reduced from or expanded above the planned 68,600 square feet and 238 rooms respectively, San Pasqual Band's financial obligation shall be adjusted based on the proportional change in estimated average daily traffic trips generated. Trip generation factors on which this agreement is based are 100 trips per 1,000 square feet of gaming area and 3 trips per hotel room.

If costs already have been incurred before the determination is made to change the size of the casino project, and a portion of those costs cannot be redirected to the studies,

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road improvements, design, environmental review, and right-of-way for the new casino project, then the adjusted financial obligation will be adjusted by the amount of cost that cannot be redirected.

10. Contingency for Non-Issuance of FONSI or Non-Development of Permanent Casino Project.

In the event that NIGC disapproves the issuance of the FONSI or the submission to the NIGC is withdrawn, San Pasqual Band shall be responsible for only those provisions set forth in Section I-1, and San Pasqual Band and County shall renegotiate government-to-government, in good faith, the provisions set forth in Section I-2 and Section II based on the scope of the gaming facility the San Pasqual Band approves in the place of its existing plans.

In the event that San Pasqual Band notifies County in writing that the permanent casino project described in this Agreement is not going to be developed, and such notice is provided to County after County has contracted for or performed any work under this Agreement, San Pasqual Band shall be responsible only to pay for work performed prior to the date of such notice and any costs of canceling any contracts entered into by the County to perform the work.

11. Reimbursements/credits for contributions from third party sources.

County agrees to reimburse or credit San Pasqual Band as follows:

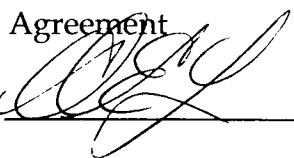
- a) In the event that San Pasqual Band receives funding from state or federal sources, and directs those monies to be paid directly to County, County shall accept 100% of such payment as if it were a payment paid directly by San Pasqual Band.
- b) In the event County receives funding from the Special Distribution Fund created under the Compact, earmarked for mitigation of off-reservation road impacts resulting from the San Pasqual Casino Project, County shall accept 100% of such payment as if it were a payment paid directly by San Pasqual Band.
- c) In the event County receives funding from the Special Distribution Fund, earmarked for road improvement projects to mitigate off-reservation road impacts from Indian casinos in "North County," a credit shall be made in the name of San Pasqual Band in an amount calculated by the following formula:

(Total number of gaming devices operated by San Pasqual Band as of date of funds disbursed to County divided by the number of gaming devices operated by San Pasqual

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Band, Pala Band, Rincon Band, Pauma Band, La Jolla Band).

- d) In the event County receives funding from the Special Distribution Fund, earmarked for road improvement projects to mitigate off-reservation road impacts from Indian casinos a credit shall be made in the name of San Pasqual Band in an amount calculated by the following formula:

(Total number of gaming devices operated by San Pasqual Band as of date of funds disbursed to County divided by the number of gaming devices operated on Indian lands as of same date within the external boundaries of County).

- e) In the event County receives funding from the Special Distribution Fund, earmarked only for mitigation of off-reservation impacts other than road improvements, no credit shall be made to San Pasqual Band under this agreement.
- f) For purposes of calculating the formulas set forth in subsections 11(c) and 11(d) above, in the event County is unable to verify the number of devices, it shall be assumed that each gaming tribe operating within San Diego County is operating an equal number of devices.
- g) If during the course of negotiation of comparable agreements with other gaming tribes operating within San Diego County, County notifies San Pasqual Band that the agreements, collectively, are inconsistent, burdensome or unfair, San Pasqual Band and County shall renegotiate government-to-government, in good faith, the provisions set forth in this Section II-11.
- h) Where County is responsible for the balance of project costs beyond the amounts to be paid by San Pasqual Band under this Agreement, County will rely upon and will obtain those funds from typical County capital project funding sources such as contributions from new development projects, Federal Highway Administration (FHWA), TRANSNET, Gas Tax. San Pasqual Band will receive no credit for such funding.
- i) County shall use best efforts to secure funds from the Special Distribution Fund for road improvements needed to mitigate off-reservation impacts of the San Pasqual Casino Project.
- j) Any credits towards San Pasqual Band's obligations pursuant to this section shall be treated as the next payments in time to be paid by San Pasqual Band. If such payments are made toward the improvements to Lake Wohlford Road,

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County agrees to execute documents necessary to reduce equal amounts committed to the binding Letter of Credit or security instrument.

- k) In the event funds identified in Section II-11 (a-d) are received by the County after payments from San Pasqual Band have already been paid to the County, the County shall reimburse San Pasqual Band within 30 days from receipt of such funds.

III. MISCELLANEOUS

12. Other Studies

County will be responsible for the preparation of any studies, environmental review, right-of-way acquisition, and construction needed to complete the offsite road improvements as identified in this Agreement. San Pasqual Band's contributions for road improvements include the costs of studies, environmental review, right of way acquisition and construction.

13. Tribal-State Compact

County and San Pasqual Band agree that San Pasqual Band's contributions to County pursuant to this Agreement are not exactions or fees imposed as a condition of development, and therefore are not subject to the Mitigation Fee Act (California Government Code Section 66000 and following). County and San Pasqual Band agree that Class III gaming facilities on reservation land are regulated by the Compact and that the County has no permitting authority over the construction of the casino. The voluntary contributions contemplated by this Agreement are being made by San Pasqual Band pursuant to Section 10.8 of the Compact and the parties agree that this Cooperative Agreement shall not serve as a model or precedent with respect to other forms of commercial development on San Pasqual lands that are not regulated by the Compact.

14. Notices

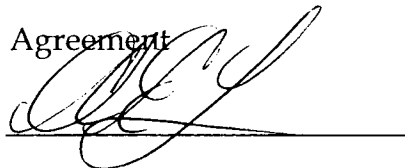
All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested to the principal offices of the County and San Pasqual Band. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to San Pasqual Band: San Pasqual Management Committee
San Pasqual Band of Indians
P.O. Box 2379
Valley Center, CA 92082

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Notice to County:

County of San Diego
5555 Overland Avenue Ave., Bldg. 2, Room 156
San Diego, CA 92123-1295
Attn: Director of Public Works

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time to time designate by mail as provided in this section. A party may change its address by giving notice in writing to other Party and thereafter notices shall be delivered or sent to such new address.

15. Applicable Laws

This Agreement shall be construed and enforced in accordance with the laws of the United States and to the extent not inconsistent therewith, the laws of the State of California.

16. Consent To Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion Of Tribal Remedies.

a) San Pasqual Band grants a limited waiver of sovereign immunity from suit exclusively to County, and to no other entity or person, for the sole purpose of enforcing this Agreement. For this limited purpose, San Pasqual Band (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the federal courts of the United States, or in the event the federal courts refuse to hear such case for lack of jurisdiction, the State courts of the State of California (including any courts to which appeals there from are available); and (ii) waives its sovereign immunity in any such suit, action or legal proceeding by County for money damages, specific performance, injunctive relief and/or declaratory relief for San Pasqual Band's breach of this Agreement. San Pasqual Band does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies. In no instance shall any enforcement or judgment of any kind whatsoever be allowed or levied against any assets of San Pasqual Band other than the limited assets of the San Pasqual Band's distributed share of the revenue stream of the San Pasqual Casino Project and physical assets of the San Pasqual Casino Project, subject however, to prior existing liens or encumbrances on such assets. Specifically, this waiver shall not extend to any other accounts of San Pasqual Band, the source of which includes distributions from accounts directly related to the San Pasqual Casino Project, so long as such distributions are in the ordinary course of business when the Agreement is not in default and are not done for the purpose of frustrating the County's remedies hereunder. San Pasqual Band does not waive the defense of sovereign immunity with respect to

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any action by third parties, or extend its waiver to reach any assets of San Pasqual Band other than those specifically set forth herein.

b) County acknowledges and agrees that San Pasqual Band may bring an action in the State Courts of California to enforce the terms of this agreement as against San Diego County for money damages, specific performance, injunctive relief and/or declaratory relief for County's breach of this Agreement. County acknowledges and agrees that State Courts with proper venue have jurisdiction to hear such disputes. For purposes of the Agreement, County hereby waives any immunity it may have from suit in order to permit San Pasqual Band to enforce the provisions of the Agreement.

17. Entire Agreement, Waivers

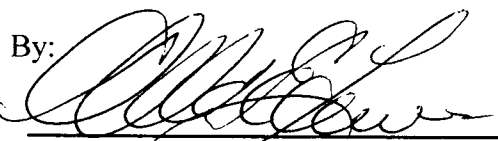
This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the County or of San Pasqual Band.

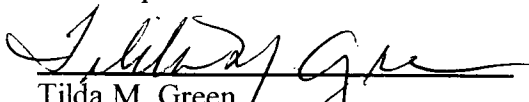
18. Amendments

This Agreement may be amended by mutual written agreement of the Parties duly executed by the lawfully authorized officers or officials of each party.

IN WITNESS WHEREOF, the Agreement has been executed by the Parties as of the day and year first set forth above,


TRIBE:
SAN PASQUAL BAND OF MISSION
INDIANS, a federally recognized Indian
Tribe

By: 
Allen E. Lawson
Tribal Spokesman


Tilda M. Green
Tribal Secretary - Treasurer

COUNTY:
COUNTY OF SAN DIEGO,
a political subdivision of the State of
California

By: _____
Clerk of the Board of Supervisors

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